

EXHIBIT 1

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2**

PRIME FLIGHT AVIATION SERVICES, INC.

Employer

And

Case 02-RC-186447

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 1430**

Petitioner

DECISION AND DIRECTION OF ELECTION

PrimeFlight Aviation Services, Inc. (the Employer) provides various ground-handling and terminal services at airports throughout the United States, including the Westchester County Airport (the Airport) in White Plains, NY. The International Brotherhood of Electrical Workers, Local Union 1430 (the Petitioner) seeks to represent all full-time and part-time baggage handlers, wheelchair agents, and line queue agents employed by the Employer at the Airport.¹ The parties agree that this unit is an appropriate unit for the purposes of collective bargaining. The only issue presented is whether the Board has jurisdiction over the Employer.

The issue in this case is identical to that in *Prime Flight Aviation Services, Inc.*, Case 02-RC-158251. I issued a Decision and Direction of Election in that case on September 28, 2015, in which I found that the Board had jurisdiction over the Employer.

A hearing officer of the Board held a hearing in the instant matter and the parties orally argued their respective positions prior to the close of the hearing. The parties stipulated to the evidence presented in Case 02-RC-158251 and presented no additional evidence. The Employer contends again, without presenting any additional evidence or legal support, that the National Labor Relations Board does not have jurisdiction over it, and that it is instead subject to the jurisdiction of the Railway Labor Act and that the case should be referred to the National Mediation Board. The Petitioner disagrees and argues that the NLRB has jurisdiction over the Employer and that an election should be directed in the petitioned-for unit.

For the reasons set forth below, as previously explained in my Decision in Case 02-RC-158251, I find again that the Board has jurisdiction over the Employer.

¹ The petitioned-for unit additionally included employees working as sky caps. The Employer stated at hearing that it no longer utilizes the services of sky caps and the parties stipulated that sky caps are appropriately excluded from the unit.

I. Overview of Operations

The Employer has contracts with JetBlue Airways Corporation (JetBlue), and AFCO AvPORTS Management, LLC (AvPORTS) to provide services at the Westchester County Airport (the Airport). The Employer's contract with JetBlue states that the Employer will provide wheelchair services, baggage transfer services, security line checkpoint services, and skycap services, including curbside baggage handling. The Employer's contract with AvPORTS also provides for curbside baggage handling and wheelchair services, as well as monitoring of the departure lounge exit doorway and any temporary construction gates, airline baggage recorder and other baggage handling services. The record does not state what percentage of work is performed on behalf of each entity.

II. Relevant Legal Standard

The National Mediation Board (the NMB) is endowed by the Railway Labor Act (RLA) with jurisdiction over common carriers by rail and air engaged in interstate or foreign commerce. Section 2(2) of the National Labor Relations Act defines "employer" to exclude from coverage "any person subject to the Railway Labor Act." With respect to determinations of whether to assert jurisdiction over an employer potentially covered by the RLA, it has been the Board's practice to refer the issue of jurisdiction to the NMB in cases where the issue is doubtful, but the Board will not refer a case that presents a jurisdictional claim in a factual situation similar to one in which the NMB has previously declined jurisdiction. *See Spartan Aviation Industries*, 337 NLRB 708, 708 (2002).

When an employer is not a rail or air carrier engaged in transportation of freight or passengers, the NMB applies a two-part test to determine whether the employer is subject to the RLA. First, the NMB determines whether the nature of the work is traditionally performed by employees of rail or air carriers. Second, the NMB determines whether the employer is directly or indirectly owned or controlled by, or under common control with, a carrier or carriers. Both parts of the test must be satisfied for the NMB to assert jurisdiction. *See, e.g., Airway Cleaners, LLC*, 41 NMB 262, 267 (2014).

When considering the second part of the test, the NMB looks for evidence of whether a sufficient degree of control exists between the carrier and the subject employer for the latter itself to be deemed a carrier. The factors the NMB considers include:

the extent of the carrier's control over the manner in which the company conducts its business, access to the company's operations and records, the carrier's role in personnel decisions, the degree of supervision exercised by the carrier, the carrier's control over training and whether the employees in question are held out to the public as carrier employees.

Bags, Inc., 40 NMB 165, 169 (2013) (citations omitted).

Here, the Petitioner seeks to represent a unit consisting of employees who perform ground services work, pursuant to PrimeFlight's contracts with JetBlue and AvPORTS. While JetBlue is clearly an airline under jurisdiction of the National Mediation Board, AvPORTS does not appear to meet the definition of a common carrier under the Railway Labor Act because it does not fly aircraft and is not directly or indirectly owned by an air carrier. *See Airway Cleaners*, 41 NMB at 267. However, AvPORTS provides services to airlines at the Airport including U.S. Air, Delta, American and United. Therefore, for purposes of this decision, I will assume that AvPORTS is a carrier and examine the relationships between the Employer and each entity as if they are both carriers under the RLA.²

III. Jurisdiction

A. Facts

1. Work Traditionally Performed by Employees of Carriers

The parties have stipulated that the work performed by the Employer at the Airport for JetBlue and AvPORTS – baggage handlers, wheelchair agents, skycaps, and gate monitoring – is the type of work traditionally performed by employees of air carriers. Accordingly, the first prong of the NMB test is not in issue.

2. Carrier Control over the Employer

a. The Employer's Daily Operations vis-à-vis JetBlue and AvPORTS

The Employer has contracts, or service agreements, with JetBlue and AvPORTS. The contract between the Employer and JetBlue requires that the Employer provide skycap, wheelchair, and baggage services. The contract between the Employer and AvPORTS requires the Employer to provide curbside baggage handling, wheelchair services, security monitoring and ancillary services. Under both contracts, the Employer is paid based on the hours of service provided. The contracts set the maximum daily number of service hours to be provided based on the travel season. The Employer must get permission from both entities before exceeding the maximum number of service hours.

JetBlue and AvPORTS provide the Employer with the flight schedule on a bimonthly basis, with the exception of the summer season when they provide the Employer with the flight schedule for the entire summer. The Employer is also given lists each day by JetBlue and all other airlines at the Airport (including U.S. Air, Delta, American and United), which show the number of passengers who will need wheelchair assistance for each flight throughout the day. The Employer also has limited access to certain computers owned by JetBlue that it can use to retrieve information about passengers who will need wheelchair assistance. The Employer uses

² In a recent case arising in Region 19, a jurisdictional challenge was raised by an employer that had a contract for services with an entity involved in the management of the Portland International Airport. *See ABM Onsite Services West*, Case 19-RC-144377 (March 13, 2015) (petition for review denied, April 2, 2015). Unlike here, however, the airport management entity in that case was a consortium of airlines that would most likely meet the definition of a carrier under the RLA.

the scheduling and wheelchair information to create employee work schedules and assign particular employees to provide the required services. Neither JetBlue nor AvPORTS tells the Employer how many or which employees to assign to a particular task. On occasion, JetBlue and AvPORTS will request that the Employer provide additional hours of work under the contracts to provide service during busy travel times or to adjust to the airlines' varying schedules.

The record also contains evidence that in 2014 and 2015, both JetBlue and AvPORTS reported that the Employer was failing to meet its expectations in a number of areas, such as failing to provide contractually required reports or adequate staff, neglecting to clean equipment, and raising concerns about employees speaking on their cell phones while on duty. In response to these concerns, the Employer's regional manager and general manager created a chart outlining the concerns and what actions needed to be taken to address each issue. The Employer's general manager was responsible for addressing each concern and communicating with JetBlue and AvPORTS to ensure that each entity was aware of the Employer's efforts to improve its performance.

b. Access to the Employer's Operations and Records

AvPORTS provides the Employer with an office at the Airport and has a key to the Employer's office. AvPORTS is free to enter the employer's office to perform repairs and maintenance. JetBlue does not have access to the Employer's office. Neither AvPORTS nor JetBlue has access to the Employer's employees' personnel and training files, which are located in a cabinet for which only the Employer has the key.

Under its contract with JetBlue, the Employer is required, upon request, to provide copies of records related to workplace accidents and injuries, employee grievances, and employee disciplinary actions. The Employer is also required to provide JetBlue with regular reports showing the number of wheelchair "transactions."

JetBlue and AvPORTS both have the right to audit the Employer's records when the audit is directly related to services provided to either entity by the Employer. Both entities also have a contractual right to audit and inspect the services provided by the Employer.

The Employer's contracts with JetBlue and AvPORTS require that the Employer provide employees with certain training, as discussed in more detail below. The Employer is required to maintain records related to training and JetBlue and AvPORTS have the right to review those records upon request.

c. Role in the Employer's Personnel Decisions

The Employer interviews and hires all of the employees in the petitioned-for unit. Although, on occasion, the Employer has sought input from JetBlue and AvPORTS regarding promotions, the Employer ultimately decides which of its employees will be promoted. The Employer independently determines employee wage rates and currently does not offer benefits to its employees. JetBlue, however, allows the Employer's employees to travel on JetBlue flights

using its “buddy pass” program, which is a privilege extended to the employees of all of JetBlue’s business partners at various airports.

The Employer sets employee work schedules and approves vacation and sick leave requests. The Employer has an employee handbook that contains provisions discouraging employees from communicating directly with the Employer’s clients. The Employer’s handbook also has a provision entitled “problem resolution” that encourages employees to raise workplace concerns with their supervisors, a manager, or the Employer’s human resources department. Further, the handbook sets forth the Employer’s policies on attendance, personal appearance, workplace etiquette and discipline. The discipline policy includes an option for progressive discipline but also lists many examples of behavior that may result in immediate termination such as threatening a co-worker or customer, sleeping on the job, or accepting bribes or money in connection with one’s job.

The Employer’s contract with JetBlue specifically states that the Employer’s employees will not be held or construed to be employees of JetBlue; however, it also provides that JetBlue reserves the right to require the Employer to remove an employee from servicing JetBlue if the employee engages in unacceptable behavior. The record states that neither JetBlue nor AvPORTS evaluates or disciplines the Employer’s employees and both entities address concerns with employee performance to the Employer’s managers, rather than directly to the employees.

The record demonstrates that the Employer’s most frequent basis for issuing discipline results from attendance problems. For example, in 2015, the Employer has fired approximately six or seven employees due to attendance issues. These terminations were handled entirely by the Employer’s general manager and regional manager without any involvement by JetBlue or AvPORTS.

In July 2011 and October 2013, JetBlue reported that two of the Employer’s employees engaged in serious misconduct. In July 2011, JetBlue informed the Employer that an employee performing curbside check-in had engaged in two acts of misconduct within a short period of time. First, the employee offered a JetBlue customer a \$20 discount when there was no such discount available. About ten days later, the same employee received a \$50 cash payment from a customer for an overweight bag and kept the money for himself. A JetBlue manager described the incidents in an email to the Employer’s regional manager and requested that the employee be removed from all JetBlue areas and stated further that he “did not want the employee working for JetBlue in any capacity.”

The Employer suspended the curbside check-in employee pending an investigation. The Employer’s General Manager Albert Tejada discussed the allegations with the JetBlue manager, who stated that both customers had identified the employee. Since the employee was not at work, Tejada asked him to come in but he refused, stating he knew he was just going to be fired. The Employer terminated the employee the same day. The Employer’s Corrective Action Notice stated that the reason for the termination was “dishonesty/theft,” without further elaboration.

In 2013, an employee performing wheelchair services threatened a JetBlue employee that he was going to “hurt her with tools” that he had in his vehicle. JetBlue’s general manager

reported the threat to the Employer's Regional Manager Matthew Barry and requested that the employee be terminated. Barry directed Tejada to investigate the incident and determine how to proceed. Tejada first spoke with the JetBlue's manager and then the employee. The employee admitted that he had made the threat. Tejada told him that this behavior was in violation of the Employer's handbook policies and also that the JetBlue manager did not want him providing service to JetBlue any more. Tejada terminated the employee, and documented that the threat was a violation of the Employer's handbook policies and that JetBlue had recommended the termination.

The record also describes one instance where AvPORTS reported employee misconduct. In March 2015, an AvPORTS manager sent an email to Barry stating that an employee responsible for "gate watch duty" was caught sleeping on the job and included a photograph of the sleeping employee. The record shows that the Employer fired the employee based on the photograph provided. AvPORTS did not recommend that the Employer take any particular action.

d. The Degree of Supervision Exercised

The Employer's contracts with JetBlue and AvPORTS specifically require that the Employer provide supervisors to supervise its employees. The parties stipulated that JetBlue coordinates with the employer's supervisors on a daily basis to ensure that the Employer provides the necessary wheelchair and baggage services. The parties further stipulated that the Employer's supervisors are expected to understand the daily workload and provide instructions to the Employer's employees to ensure that the work is accomplished according to the terms of the contracts with JetBlue and AvPORTS and meet their expectations, as well as to assign employees to perform services for JetBlue and AvPORTS.

Both AvPORTS and JetBlue have reported problems with the performance of the Employer's supervisors in the past and the Employer took steps to address the issues identified and improve supervisor performance.

Similarly, both JetBlue and AvPORTS generally address concerns with employee performance to the Employer's managers rather than directly to the employees. Although a former JetBlue manager regularly attended the Employer's staff meetings and spoke to the employees about workplace practices, the current JetBlue managers do not attend the Employer's staff meetings.

e. Control over Training

The parties stipulated that the Employer is contractually required to provide its employees with all "necessary initial and recurrent training, including familiarization with JetBlue policies." Some of the training is mandated by the Federal Aviation Authority and the Transportation Security Administration. The Employer is also contractually responsible for providing training that complies with standards set by the Department of Transportation. The Employer is responsible for the cost of training its employees. JetBlue provided instruction to one of the Employer's employees, who then trained all of the other employees.

f. Whether the Employees are Held out the Public as Carrier Employees

The petitioned-for employees wear uniforms with the PrimeFlight logo. The Employer's contract with JetBlue specifically states that the Employer's employees will not be held or construed to be employees of JetBlue.

B. Analysis

The record in this case demonstrates that JetBlue and AvPORTS do not exercise a sufficient amount of control over the Employer to establish RLA jurisdiction. The Employer's contracts and its relationships with JetBlue and AvPORTS are comparable to the relationships described in recent cases where the NMB concluded that it lacked jurisdiction. *See, e.g., Bags, Inc.*, 40 NMB at 169-70; *Airway Cleaners, LLC*, 41 NMB 269-70. Examining each factor identified in the NMB's test, JetBlue and AvPORTS's level of control over the Employer is no greater than the "typical" level of control between a service provider and a customer. *Id.* at 268.

First, considering carrier control over how the Employer conducts business, the Employer operates its business according to the parameters set out in its contracts with JetBlue and AvPORTS. The Employer is responsible for its day-to-day operations, such as assigning staff in order to accommodate the carriers' needs. Like any customer, JetBlue and AvPORTS can and will raise performance concerns to the Employer, as it did in the examples in the record in 2014 and 2015. The Employer, like any responsible subcontractor, took steps to address the deficiencies identified in order to avoid losing business and revenue. The record demonstrates that the Employer's managers were the individuals responsible for improving service to satisfy the customer. Evidence that subcontractors undertake efforts to improve performance in response to carrier's complaints does not demonstrate a sufficient amount of control over how the Employer conducts business. *See, e.g., Huntleigh USA Corporation*, 40 NMB 130, 134 (2013) (employer responded to carrier's complaints regarding insufficient number of wheelchairs; no RLA jurisdiction found).

Addressing the second factor, carrier access to the Employer's operations and records, JetBlue and AvPORTS have the right to request training records and JetBlue has additional rights to access other records. Under both contracts, the entities have the right to audit the Employer's records. Although AvPORTS provides the Employer with office space and has access to that space to perform necessary maintenance, neither JetBlue nor AvPORTS can access the Employer's files. The level of access over the Employer's operations and records in the record demonstrates an ordinary level of control between a service provider and a customer. *See id.*, 40 NMB at 132-33 (airline provided office as a courtesy to employer's terminal operations manager, made specific training requirements and had contractual right to audit training records).

Considering the third factor, carrier control over employers' personnel decisions, recent NMB decisions suggest that this factor is perhaps the most critical in determining whether the carriers exercise sufficient control for the NMB to assert jurisdiction, and the Board has taken these decisions into consideration in analyzing the jurisdictional issue presented here. *Allied Aviation Service Co.*, 362 NRLB No. 173 (August 19, 2015). *See, e.g., Airway Cleaners*, 41

NMB at 268-69. A carrier must exercise “meaningful control over personnel decisions,” and not just the type of control found in any contract for services, in order to establish RLA jurisdiction. *Id.* at 268 (citing *Bags*, 40 NMB at 170). Here, the Employer is responsible for hiring its employees and in most cases of employee performance issues (i.e. attendance problems), the Employer will discipline its employees without any involvement from the carriers.

Nonetheless, the Employer argues that this case should be referred to NMB because Employer did not actually conduct “investigations” when JetBlue reported employee misconduct but simply acquiesced to JetBlue’s demands that the employees be removed or terminated. However, in both the instances, the Employer’s managers consulted among themselves, spoke with JetBlue managers to learn the details of the allegations, and finally spoke with the employee if possible. Both employees were terminated only after the general manager concluded the allegations were true. The record shows that the Employer did not simply rely on JetBlue’s demands but rather undertook its own inquiry. The termination decisions were based on what the inquiries revealed and the Employer terminated the employees in accordance with the Employer’s own handbook policies. These examples do not demonstrate significant carrier control over the Employer’s personnel decisions. *Cf. Huntleigh*, 40 NMB at 137 (NMB did not find RLA jurisdiction where carriers reported problems with subcontractor’s employees and subcontractor’s manager investigated and disciplined the employees).

Although JetBlue has the contractual right to demand removal of the Employer’s employees, the NMB has not found such a provision determinative in the past. *See Menzies Aviation, Inc.*, 42 NMB 1, 5 (2014) (NMB concluded no RLA jurisdiction where Alaska Airlines had contractual right to demand removal of subcontractor’s employees). In other NMB cases involving ground service employers at larger airports, the NMB has noted that employers moved employees to other positions in those airports after a particular carrier requested that an employee be removed. *See id.* at 5. Here, this option is not available to the Employer because of the small size of the Airport and the employee could inadvertently be assigned to JetBlue even if technically performing work under the AvPORTS contract. Nonetheless, as demonstrated above, the Employer is independently responsible for the vast majority of employee discipline and will investigate allegations against its employees to determine appropriate discipline even if JetBlue demands an employee’s termination. And, in the one example where AvPORTS reported misconduct, the Employer terminated the employee based on the evidence that the employee was sleeping on the job, which clearly demonstrated a violation of the Employer’s policies and required no further investigation.

The fourth factor is the carrier’s degree of supervision over the Employer’s employees. Here, there was little to no evidence that the JetBlue or AvPORTS supervises the Employer’s employees. Rather, the Employer has its own supervisors and the carriers direct concerns about employee performance to the Employer’s managers. A former JetBlue manager attended the Employer’s staff meetings on a regular basis, but the record shows that the manager merely reminded employees of basic standards of conduct and there is no evidence that the manager effectively supervised the employees. Furthermore, there is no evidence that any other past or current JetBlue or AvPORTS managers attend staff meetings or directly supervise the employees.

Next, examining the carrier's control over training, much of the training required by JetBlue and AvPORTS is required of all ground service employees under federal law and the Employer is responsible for the cost of training its employees. The level of control over training exerted by the carriers is not significant here.

Finally, considering the sixth and final factor, the Employer's employees are not held out to the public as carrier employees. The employees wear the Employer's uniforms and by contract, are not to be held out as JetBlue employees. Therefore, this factor does not favor RLA jurisdiction.

In conclusion, the record here is factually similar to recent cases where the NMB has found no RLA jurisdiction. *See, e.g., Huntleigh*, 40 NMB at 136-37; *Airway Cleaners*, 41 NMB 268-69; *Menzies Aviation, Inc.*, 42 NMB 4-5. As noted above, the NLRB has followed the factors relied upon in these cases when asserting jurisdiction. *Allied Aviation, supra*. Accordingly, I conclude that the Employer is subject to NLRB jurisdiction and this case should not be referred to the NMB.

IV. Conclusions and Findings

Under Section 3(b) of the Act, I have the authority to hear and decide this matter on behalf of the National Labor Relations Board. Upon the entire record in this proceeding, I find:

1. The Hearing Officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.
2. The Employer is engaged in commerce within the meaning of the Act, and it will effectuate the purposes of the Act to assert jurisdiction in this case.
3. The Petitioner is a labor organization which claims to represent certain employees of the Employer.
4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.
5. The following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

Included: All full-time and part-time baggage handlers, wheelchair agents, and line queue agents employed by the Employer at the Westchester County Airport, White Plains, New York.

Excluded: All other employees, sky caps, clerical employees, guards and supervisors as defined by the Act.

DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. Employees will vote whether or not they wish to be represented for purposes of collective bargaining by International Brotherhood of Electrical Workers, Local Union 1430.

A. Election Details

The election will be held on November 17, 2015 from 8:00 a.m. to 9:00 a.m. and 3:30 p.m. to 4:30 p.m. at Westchester County Airport, 240 Airport Road, White Plains, NY in the terminal's second floor main conference room.

B. Voting Eligibility

Eligible to vote are those in the unit who were employed during the payroll period ending **October 13, 2016**, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off.

Employees engaged in an economic strike, who have retained their status as strikers and who have not been permanently replaced, are also eligible to vote. In addition, in an economic strike that commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements, are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

C. Voter List

As required by Section 102.67(l) of the Board's Rules and Regulations, the Employer must provide the Regional Director and parties named in this decision a list of the full names, work locations, shifts, job classifications, and contact information (including home addresses, available personal email addresses, and available home and personal cell telephone numbers) of all eligible voters.

To be timely filed and served, the list must be *received* by the regional director and the parties by **November 8, 2016**. The list must be accompanied by a certificate of service showing service on all parties. **The Region will no longer serve the voter list.**

Unless the Employer certifies that it does not possess the capacity to produce the list in the required form, the list must be provided in a table in a Microsoft Word file (.doc or docx) or a file that is compatible with Microsoft Word (.doc or docx). The first column of the list must begin with each employee's last name and the list must be alphabetized (overall or by

department) by last name. Because the list will be used during the election, the font size of the list must be the equivalent of Times New Roman 10 or larger. That font does not need to be used but the font must be that size or larger. A sample, optional form for the list is provided on the NLRB website at www.nlr.gov/what-we-do/conduct-elections/representation-case-rules-effective-april-14-2015.

When feasible, the list shall be filed electronically with the Region and served electronically on the other parties named in this decision. The list may be electronically filed with the Region by using the E-filing system on the Agency's website at www.nlr.gov. Once the website is accessed, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions.

Failure to comply with the above requirements will be grounds for setting aside the election whenever proper and timely objections are filed. However, the Employer may not object to the failure to file or serve the list within the specified time or in the proper format if it is responsible for the failure.

No party shall use the voter list for purposes other than the representation proceeding, Board proceedings arising from it, and related matters.

D. Posting of Notices of Election

Pursuant to Section 102.67(k) of the Board's Rules, the Employer must post copies of the Notice of Election accompanying this Decision in conspicuous places, including all places where notices to employees in the unit found appropriate are customarily posted. The Notice must be posted so all pages of the Notice are simultaneously visible. In addition, if the Employer customarily communicates electronically with some or all of the employees in the unit found appropriate, the Employer must also distribute the Notice of Election electronically to those employees. The Employer must post copies of the Notice at least 3 full working days prior to 12:01 a.m. of the day of the election and copies must remain posted until the end of the election. For purposes of posting, working day means an entire 24-hour period excluding Saturdays, Sundays, and holidays. However, a party shall be estopped from objecting to the nonposting of notices if it is responsible for the nonposting, and likewise shall be estopped from objecting to the nondistribution of notices if it is responsible for the nondistribution. Failure to follow the posting requirements set forth above will be grounds for setting aside the election if proper and timely objections are filed.

RIGHT TO REQUEST REVIEW

Pursuant to Section 102.67 of the Board's Rules and Regulations, a request for review may be filed with the Board at any time following the issuance of this Decision until 14 days after a final disposition of the proceeding by the Regional Director. Accordingly, a party is not precluded from filing a request for review of this decision after the election on the grounds that it did not file a request for review of this Decision prior to the election. The request for review must conform to the requirements of Section 102.67 of the Board's Rules and Regulations.

A request for review may be E-Filed through the Agency's website but may not be filed by facsimile. To E-File the request for review, go to www.nlr.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the request for review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

Neither the filing of a request for review nor the Board's granting a request for review will stay the election in this matter unless specifically ordered by the Board.

Dated: November 4, 2016

Handwritten signature of Karen P. Fernbach in cursive. To the right of the signature is a circular stamp containing the initials 'ARD'.

Karen P. Fernbach, Regional Director
National Labor Relations Board, Region 2
26 Federal Plaza, Suite 3614
New York, NY 10278-3699

EXHIBIT 2

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2

Correct Name of Employer: PrimeFlight Aviation Services Inc.
Case No. 02-RC-158251
Correct Name of Petitioner: International Brotherhood of Electrical Workers Local Union 1430

SUPPLEMENTAL STIPULATION

We stipulate and agree that:

1. The contracted services provided by PrimeFlight Aviation Services, Inc. ("Employer") to JetBlue and AFCO AvPORTS Management, LLC, are traditionally performed by employers in the airline industry.
2. The Employer first entered into contract with JetBlue to provide services in about 2009 at the Westchester County Airport. The Employer first entered into contract with AFCO AvPORTS Management, LLC to provide services to all the other airlines in about 2014 at the Westchester County Airport.
3. The JetBlue General Agreement is the same General Agreement reviewed by the Region 12 Director in Case No. 12-RC-113687.
4. AFCO AvPORTS Management, LLC provides the office to the Employer and has the key to the Employer's office. AFCO AvPORT Management, LLC has always been free to enter the Employer's office to do repairs and Maintenance. JetBlue does not have key access to the Employer's office. Neither AFCO AvPORTS Management, LLC nor JetBlue has access to the Employer's employees' personnel files and training files, which are located in a cabinet that only the Employer has the key. However, upon request, the Employer would provide them as indicated in paragraph (6)(b)(2) below.
5. The carriers, including JetBlue, have no contractual right to dictate the Employer's wage rates and benefit levels. However, the contracts require that the Employer complies with federal, state and local labor laws.
6. With respect to the control over the Employer by JetBlue and AFCO AvPORTS Management, LLC, the following are true and are the same as in the Region 12 case with Case No. 12-RC-113687:

Exh. No: 3 Received ☒ Rejected ☐
Case No.: 02-RC-158251
Case Name: Prime Flight Aviation
No. Pgs: _____ Date: 8-27-11 Rep.: Am

a. The Employer's Daily JetBlue and AFCO AvPORTS Management, LLC Operations

- 1) The Employer is paid based on the hours of service provided. The contract between the Employer and JetBlue and AFCO AvPORTS Management, LLC sets a maximum daily number of service hours to be provided based on the travel season. The Employer must get permission from JetBlue and AFCO AvPORTS Management, LLC before exceeding the maximum number of service hours.
- 2) JetBlue and AFCO AvPORTS Management, LLC provide the Employer with a flight schedule on a bi-monthly basis, with the exception of the summer season when it provides the Employer with the flight schedule for the entire summer. The Employer is also given a list each day by JetBlue and all other airlines at Westchester County Airport, including U.S. Air, Delta, American and United, that shows the number of passengers who will need wheelchair assistance for each flight throughout the day. The Employer also has limited access to certain computers owned by JetBlue and it can use to retrieve information about passengers who will need wheelchair assistance.
- 3) The Employer is required to provide JetBlue with regular reports showing the number of wheelchair "transactions."

b. Access to the Employer's Operations and Records

- 1) The Employer's contract with JetBlue requires that the Employer provide its employees with certain training.
- 2) The Employer is required by contract to provide JetBlue with copies of training records, workplace accidents and injuries, employee grievances, and employee disciplinary actions upon request. JetBlue and AFCO AvPORTS Management, LLC have the right to audit the Employer's records, when the audit is directly related to the services provided to JetBlue and AFCO AvPORTS Management, LLC by the Employer.
- 3) The Employer's contracts with JetBlue and AFCO AvPORTS Management, LLC require that the Employer maintain records related to training, and JetBlue and AFCO AvPORTS Management, LLC have the right to review those records upon request. The contract also requires that the Employer provide records of incidents and accidents involving the Employer's employees. JetBlue and AFCO AvPORTS Management, LLC have a contractual right to audit and inspect the provision of services provided by the Employer.

c. Role in the Employer's Personnel Decisions

- 1) JetBlue allows the Employer's employees to travel on JetBlue flights using its "buddy pass" program, which is a privilege extended to the employees of all of JetBlue's Business Partners.

d. The Degree of Supervision Exercised

- 1) JetBlue coordinates with the Employer's supervisors on a daily basis to ensure that the Employer provides the necessary wheelchair and baggage services. Supervisors are expected to understand the daily work load and provide instructions to employees to ensure that the work is accomplished according to the terms of the contracts with JetBlue and AFCO AvPORTS Management, LLC and meet their expectations, as well as to assign employees to perform services for JetBlue and AFCO AvPORTS Management, LLC.
- 2) The Employer's contract with JetBlue specifically states that the Employer's employees will not be held or construed to be employees of JetBlue.

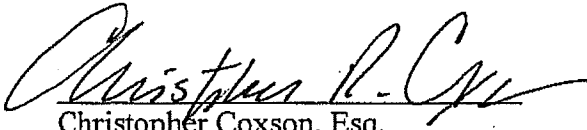
e. Control over Training


- 1) The contracts between the Employer and JetBlue and AFCO AvPORTS Management, LLC require that the Employer provide its employees with all "necessary initial and recurrent training, including familiarization with JetBlue policies." At least some of the "necessary" training includes training mandates by the Federal Aviation Authority and the Transportation Security Administration. One of the Employer's employees has been trained by JetBlue to provide this training to all of the other employees working on the JetBlue contract. The one employee trained by JetBlue was trained in JetBlue's offices. The Employer must pay the cost of training its employees. The Employer is required to provide training records to JetBlue.
- 2) Pursuant to the terms of the Employer's contract with JetBlue and AFCO AvPORTS Management, LLC, the Employer is responsible for providing training that complies with standards set by the Department of Transportation. The Employer must provide its employees with initial, recurrent, and remedial training as necessary. Employees must successfully complete the Employer's training program before being permitted to work on contracts with JetBlue and AFCO AvPORTS Management, LLC. JetBlue and AFCO AvPORTS Management, LLC have the right to review the Employer's training records upon request.

f. Whether the Employees are Held out to the Public as Carrier Employees

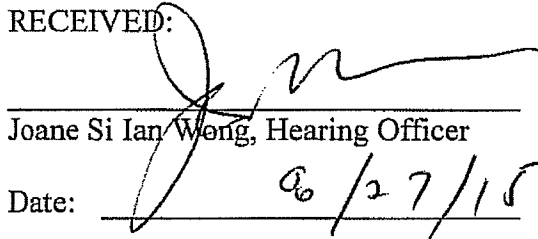
- 1) The employees assigned to provide service to the airlines wear uniforms with the PrimeFlight logo.

Upon receipt of this Stipulation by the hearing officer it may be admitted, without objection, as a Board exhibit in this proceeding.


Christopher Coxson, Esq.
Counsel for the Employer


Jordan El-Hag, Esq.
Counsel for the Petitioner

RECEIVED:


Joane Si Ian Weng, Hearing Officer

Date:

06/27/15

Board Exhibit No.

3

EXHIBIT 3

From: Palamaro, John [mailto:John.Palamaro@jetblue.com]
Sent: Tuesday, December 02, 2014 7:41 AM
To: Matthew Barry - PF
Cc: Colangelo, James; Anthony, Bret
Subject: Re: JetBlue Operation | Westchester, NY (HPN)

Good Morning Matt,

First and foremost, I want to thank you for your attention and quick action on Saturday night to intervene - it made all the difference.

I received my first communication via email from Albert the following morning. And according to my leadership team the staffing issues were resolved and we haven't had any issues for Sunday and Monday.

I will keep you apprised if there are any changes.

Thank you,
JP

John Palamaro
Regional Manager BlueCities
Southeast Region
JetBlue Airways

Sent from my Blue iPhone

On Nov 29, 2014, at 4:05 PM, Matthew Barry - PF
<mbarry@primeflight.com<mailto:mbarry@primeflight.com>> wrote:

John,

As soon as I speak to Albert, I will ensure he provides a detailed operations update, along with responses to each of your concerns below.

Thanks,
Matt

On Nov 29, 2014, at 3:27 PM, "Palamaro, John"
<John.Palamaro@jetblue.com<mailto:John.Palamaro@jetblue.com>> wrote:

Hi Albert/Matt,

I am very concerned about the PrimeFlight staffing over the weekends, in particular tomorrow, 11/30, as it will be a peak travel day. While we are unable to obtain an exact staffing headcount for tomorrow, we are being guided (by SOD Amore?) that there will only be approximately 4 to 5 PrimeFlight employees

Exh. No: 58 Received ☒ Rejected ☐
Case No.: 02-RC-158251
Case Name: Prime Flight Aviation
No. Pgs: _____ Date: 12-31-14 Rep.: Ann

EXHIBIT 4

GENERAL TERMS AGREEMENT FOR SERVICES

between
PRIMEFLIGHT AVIATION SERVICES, INC.
and
JETBLUE AIRWAYS CORPORATION

^E
Exh. No: 1 Received ☒ Rejected ☐
Case No.: 02-RC-158251
Case Name: Prime Flight Aviation
No. Pgs: _____ Date: 8-27-11 Rep.: Ann

THIS AGREEMENT is made and entered into as of this 1st day of September, 2011 by and between PRIMEFLIGHT AVIATION SERVICES, INC. with its primary place of business at 7135 Charlotte Pike, Suite 100, Nashville, Tennessee 37209 ("Business Partner") and JETBLUE AIRWAYS CORPORATION with its primary place of business at 118-29 Queens Boulevard, Forest Hills, New York 11375 until March 5, 2012 when its primary place of business will be at 27-01 Queens Plaza North, Long Island City, New York 11101 ("JetBlue"), either or both of which may be hereinafter referred to as a "Party" or the "Parties".

WITNESSETH:

WHEREAS, Business Partner is engaged in, among other things, the business of providing those Services outlined in the attached Appendix;

WHEREAS, JetBlue desires to purchase certain Services from Business Partner for the locations outlined in the attached Appendix;

WHEREAS, Business Partner desires to provide such Services to JetBlue as requested by JetBlue under the terms and conditions contained herein;

WHEREAS, Business Partner agrees to provide all necessary support and take any other action as may be necessary to ensure that the services provided by Business Partner meet or exceed those specifications contained herein;

WHEREAS, the Parties desire to enter into an agreement to govern the purchase and sale of Services contemplated hereunder;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties, intending to be legally bound, hereby agree as follows:

Article 1 – Definitions

- 1.1 The following definitions shall apply to the terms contained herein, unless another meaning shall be indicated by the context in the Agreement:

PR 1

"Agreement" shall mean this General Terms Agreement for Services, as amended, restated, supplemented or otherwise modified from time to time.

"AOSSP" shall mean the JetBlue Aircraft Operator Standard Security Program.

"Confidential Information" shall mean any and all technical and non-technical information provided by either Party to the other, including but not limited to (a) patent and patent applications, (b) trade secret, (c) proprietary information of all types, including but not limited to business methods, techniques, sketches, inventions, processes, manuals, equipment, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, development, design details and specifications, financial information, procurement requirements, purchasing, manufacturing, customer/passenger lists, customer/passenger data, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans and information the Disclosing Party (as such term is defined below) provides regarding third parties, and (d) the terms and conditions of this Agreement.

"Services" shall mean the services provided by Business Partner to JetBlue as further described in the relevant appendices of this Agreement.

- 1.2 Those terms contained in this Agreement not defined above shall have the meanings given to them in this Agreement.
- 1.3 Any reference to days herein shall mean calendar days unless otherwise specified herein.

Article 2 – Term of Agreement

- 2.1 This Agreement shall become effective as to the individual airport(s), on the date defined in the relevant Appendix for such individual airport(s) and, subject to any termination rights set forth herein, will remain in effect for the term stated therein (the "Initial Term"). Following the Initial Term for each individual airport, this Agreement shall continue on a month to month basis for each individual airport until terminated in accordance with the terms hereof.
- 2.2 JetBlue shall have the right to suspend performance of the obligations of the Parties under this Agreement, with the exception of payments due for Services previously rendered, immediately upon any termination or suspension of JetBlue's scheduled service to such airport, but performance of the obligations of the Parties under this Agreement shall resume upon reinstatement of service by JetBlue unless this Agreement has been otherwise terminated as provided herein. JetBlue agrees to give Business Partner such advance notice as is reasonably possible for the resumption of Business Partner's Services after any suspension pursuant to this provision.

Article 3 -- Purchase of Services

- 3.1 Business Partner agrees to provide to JetBlue and JetBlue agrees to purchase from Business Partner the Services at the rates and prices set forth in the attached Appendix. JetBlue shall not be required to purchase any minimum amount of the Services from Business Partner.
- 3.2 Business Partner agrees to provide the Services in accordance with approved JetBlue supplied data and instructions, JetBlue's General Procedures Manual, standard FAA-approved industry practices, FAA-approved JetBlue requirements, and all applicable rules and regulations, including rules and regulations of the FAA, TSA, and the AOSSP.

Article 4 -- Prices and Payments

- 4.1 Unless otherwise specified herein, Business Partner shall submit invoices to JetBlue for the Services on a monthly basis via U.S. Mail or IATA's Invoiceworks. JetBlue agrees to pay Business Partner for the Services within thirty (30) business days of receipt of Business Partner's invoice. Prices shall be calculated in U.S. Dollars and payments shall be made by check payable to Business Partner. Prices effective during the Initial Term are set forth in the relevant Appendices and shall remain fixed for the entire Initial Term unless more favorable pricing becomes available pursuant to this Agreement.
- 4.2 All invoices shall
- (a) specify Business Partner's invoice number, date and remit to address;
 - (b) specify the payment terms;
 - (c) specify the day by day baggage/passenger numbers by category/fee;
 - (d) specify the total number of staff and hours worked per Service type;
 - (e) specify the total number of staff and hours per worker type for each day; and
 - (f) specify the worker type for the applicable hours in the billing period.
- 4.3 Invoices for the Services shall be sent to the following address:

JetBlue Airways Corporation
Accounts Payable (AP)
P.O. Box 4378
Scranton, PA 18505

With a copy to:

JetBlue Airways Corporation
(Airport/Local Station Address)
Attn: Station Manager

With a copy to:

CMTeam@jetblue.com

And subject line in the format as follows:

Service Provided-City-Company Name-Month Year-Invoice

Example: Skycap-BWI-Primeflight-September 2011-Invoice

Article 5 – Taxes

- 5.1 Business Partner shall be responsible and pay for any customs duties and fees and other similar duties, fees and taxes, including any related fines or penalties associated therewith, levied on either Party by authorities in the United States or any other governmental authority in any jurisdiction in connection with Business Partner's performance of the Services.

Article 6 – Changes to the Services

- 6.1 Business Partner agrees to accommodate requests by JetBlue for changes to the Services that do not materially increase the obligations of Business Partner hereunder at any time during the term hereof without any additional charge or penalty to JetBlue, provided that JetBlue provides Business Partner with reasonable notice prior to the date as of which any such changes are to take effect.
- 6.2 The Parties agree to work together in good faith to try to establish business practices and processes that result in an overall cost reduction. In the event that Business Partner realizes a cost reduction, Business Partner agrees to reduce JetBlue's prices hereunder accordingly. Such price reduction will be documented in an amendment, signed by both Parties, to this Agreement.

Article 7 – Non-Performance

- 7.1 The charges for Services herein specified shall apply to satisfactory completion of the Services in accordance with the relevant Appendices and JetBlue standards and procedures, which have been provided to Business Partner by the JetBlue, and with which Business Partner acknowledges it is familiar.
- 7.2 In the event of failure by Business Partner to perform any portion of the Services hereunder to JetBlue's satisfaction, then JetBlue shall have the right to offset an amount equal to the cost of such unsatisfactory Services against Business Partner's next monthly invoice.

- 7.3 In the event the failure by Business Partner to perform any portion of the Services hereunder results in JetBlue (or another party on behalf of JetBlue) having to perform such Services, or portion thereof, on behalf of Business Partner, then in addition to the amount set forth above in Article 7.2, JetBlue shall also have the right to reduce Business Partner's next monthly invoice by an amount equal to JetBlue's cost for performing such Services.
- 7.4 In the event, through negligence or willful misconduct, Business Partner causes damage to one of JetBlue's aircraft or property while providing the Services, then Business Partner shall be responsible for all direct and indirect costs incurred by JetBlue associated with such damage. Such costs include but are not limited to direct aircraft damage and liquidated damages associated with delays and/or cancellations of flights due to the result of such aircraft damage.
- 7.5 The foregoing rights shall be in addition to any other rights JetBlue shall have with regard to unsatisfactory performance, whether contained herein, or otherwise.

Article 8 – Inspection

- 8.1 Business Partner's books and records shall be available for inspection and examination by JetBlue or its designated representative(s) at all reasonable times and provided JetBlue gives no less than five (5) days prior written notice of any such inspection of records, in order for JetBlue to assure Business Partner's compliance with the procedures, practices and requirements of this Agreement.

Article 9 – Assurance of Services

- 9.1 In the event of a strike, work stoppage, cessation of business in whole or in part, or labor unrest, that curtails or stops Business Partner's ability to provide the Services to be provided pursuant to this Agreement, Business Partner shall use its best efforts to reallocate, redirect, reassign, or transfer work from unaffected Business Partner operations and/or sources to insure the uninterrupted provision of Services at no extra cost to JetBlue.
- 9.2 If JetBlue is required to obtain the Services from another source as a result of Business Partner's failure to reallocate, redirect, reassign, or transfer work from unaffected operations and/or sources pursuant to Article 9.1 above, Business Partner shall be responsible and reimburse JetBlue for any increased price differential between the price which JetBlue obtains from such other source and the prices listed in the relevant Appendices of this Agreement.

Article 10 – Excusable Delay

- 10.1 Neither JetBlue nor Business Partner shall be liable to the other for default or damages resulting from any failure to perform the Services or any other obligations to each other under the Agreement (other than Business Partner's obligations under Article 9 of this Agreement) to the extent such failure is caused by, or due to, events beyond the reasonable control of the Party invoking the provision such as, but not limited to, acts of God, acts of war (whether declared or undeclared), riot, rebellion, sabotage, weather, fire, flood, drought, earthquake, windstorm, explosion, embargo, court orders, or any other similar causes, and not due to the fault or negligence of the Party claiming relief hereunder.

Article 11 – Default and Remedies

- 11.1 In addition to having all other rights, remedies and recourses available at law or in equity, JetBlue shall have the right to terminate this Agreement in whole or in part if Business Partner fails to perform any covenant, warranty, condition or term in the Agreement and said failure is not cured by Business Partner within five (5) calendar days after written notice of such default from JetBlue. In case of such default on the part of Business Partner and termination by JetBlue, JetBlue shall be entitled to recover the reasonable cost of expenses incurred to remedy the deficient performance by Business Partner and such cost shall be deducted from any amounts due to Business Partner by JetBlue.
- 11.2 Subject to Article 11.1 hereof, JetBlue shall have the right to terminate the contract for any reason upon thirty (30) days' written notice to Business Partner. Additionally, notwithstanding anything in this Agreement to the contrary, in the following situations, JetBlue shall be entitled to immediately terminate this Agreement upon written notice to Business Partner:
- (a) An application or petition is made for the bankruptcy/compulsory winding up of Business Partner;
 - (b) Business Partner decides to discontinue all or part of its business activities;
 - (c) Business Partner is no longer in possession of, or in good standing under, the permits, certificates and governmental approvals required to run its business; and/or
 - (d) Business Partner allows required insurance to lapse.
- 11.3 In addition to the termination rights set forth in this Article 11, JetBlue shall have the right to terminate this Agreement in accordance with Article 2.2. Business Partner shall take all steps to mitigate any loss to JetBlue arising from such cancellation. Further, JetBlue shall not be liable to Business Partner for any Business Partner lost profits. If Business Partner claims cancellation cost resulting from JetBlue's termination in accordance with Article 2.2 and requests JetBlue to pay such cancellation cost, Business Partner shall have the burden of proof to substantiate the cancellation cost amount claimed. If requested by JetBlue, Business Partner shall agree to an independent certified accountant (or other independent Party appointed jointly by both Parties) review within a reasonable time after cancellation of Business Partner's business records for the purpose of validating Business Partner's cancellation claim.

Article 12 – Confidentiality; Publicity

- 12.1 Each Party agrees that at all times it will hold in confidence and not disclose to any third party Confidential Information of the other, except as approved in writing by the other Party to this Agreement, and will use the Confidential Information for no purpose other than performing its obligations under this Agreement. Each party shall only permit access to Confidential Information of the other party to those of its employees or authorized representatives having a need to know and who have agreed to the terms of this Agreement. Each Party shall take such action as shall be necessary or appropriate to preserve and protect the Confidential Information of the other Party, and in any event using means not less protective than those used to protect its own Confidential Information. Confidential Information shall not be reproduced or stored in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other Party by either Party shall remain the property of the Party disclosing Confidential Information (the "Disclosing Party") and shall contain any and all confidential or proprietary notices or legends which appear on the original, unless otherwise authorized in writing by the other Party. Notwithstanding the above, a Party to whom Confidential Information was disclosed (the "Recipient") shall not be in violation of this Article 12.1 with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Recipient provides the Disclosing Party with prior written notice of such disclosure in order to permit the Disclosing Party to seek confidential treatment of such information.
- 12.2 Each Party's obligations under this Agreement with respect to any portion of the other Party's Confidential Information shall terminate when the Recipient can document that: (a) it has entered the public domain through no fault of the Recipient, (b) it was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the other Party, (c) it was rightfully communicated to the Recipient free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the other Party, or (d) it was developed by Recipient independently of and without reference to any information communicated to the Recipient by the other Party.
- 12.3 Business Partner covenants and agrees with JetBlue for the benefit of JetBlue and its affiliates that Business Partner will not make any use whatsoever of, or cause others to make or assist others in making any use whatsoever, of the corporate or trade name of JetBlue, or their affiliates, or any portion thereof, or any of their trademarks, or any portion thereof, in connection with any advertising, promotion, publicity or other printed material without the prior written consent of JetBlue. The Business Partner covenants and agrees that except as provided by the provisions of any law, order, rule or regulation the Business Partner shall not publicly disclose or describe its relationship with the JetBlue.

- 12.4 It is expressly understood and agreed that the Business Partner's obligations under this Article 12 shall survive performance of the terms of this Agreement, its rescission or other termination and that this section shall remain in full force and effect independently of the other provisions of this Agreement.

Article 13 – Notices

- 13.1 Any bills, statements, notices, demands, requests or other communications ("Notices") given or required to be given under this Agreement shall be deemed sufficiently given or rendered if in writing, sent by registered or certified mail (return receipt requested), by nationally recognized overnight courier, or confirmed facsimile with a copy of such notice delivered within one day of transmission in accordance with the other provisions of this Section 13.1, and addressed as follows:

Business Partner Notices shall be addressed as follows:

Primeflight Aviation Services, Inc.
7135 Charlotte Pike
Suite 100
Nashville, TN 37209
Tel: (615) 312-7856
Fax: (615) 399-1438
Attn: contracts@smsholdings.com

With a copy to Business Partner's Legal Dept.
Primeflight Aviation Services, Inc.
7135 Charlotte Pike
Suite 100
Nashville, TN 37209
Tel: (615) 312-7856
Fax: (615) 399-1438
Attn: Director of Legal Affairs

JetBlue Notices shall be addressed as follows:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, NY 11375
Tel: (718) 286-7900
Attn: Manager Contracts
Attn: VP Airports
Attn: General Counsel
Attn: Manager Strategic Sourcing

Effective March 5, 2012, JetBlue Notices shall be addressed as follows:

JetBlue Airways Corporation
27-01 Queens Plaza North
Long Island City, NY 11101
Tel: (718) 286-7900
Attn: Manager Contracts
Attn: VP Airports
Attn: General Counsel
Attn: Manager Strategic Sourcing

or to such other address as either Party may designate as its new address for such purpose by Notice given to the others in accordance with the provisions of this Article 13.

Article 14 – Proprietary Rights

- 14.1 JetBlue shall retain the proprietary right to any documents, procedures or methods that it develops and provides to Business Partner. These documents, procedures or methods are not to be provided to any third party by Business Partner without the specific prior written approval of JetBlue.
- 14.2 Similarly, Business Partner shall retain the proprietary right to any documents, procedures or methods that it develops and provides to JetBlue. These documents, procedures or methods are not to be provided to any third party by JetBlue without the specific prior written approval of Business Partner.

Article 15 – Insurance

- 15.1 Business Partner shall obtain and maintain at all times during the term of this Agreement the following insurance coverage from companies acceptable to JetBlue: (a) Commercial General Liability (including Premises, Products and Completed Operations, Hangarkeepers, Personal/Advertising Injury, and Contractual coverages) for bodily injury, including personal injury, and property damage, (b) Automobile Liability for owned, non-owned and hired vehicles and trailers, (c) Employer's Liability, and (d) Workers' Compensation, with the coverages and limits of liability not less than shown below.

Commercial General Liability:	\$ 10,000,000 AGG
Premises:	\$ 10,000,000 OCC
Products & Completed Operations:	\$ 10,000,000 OCC
Hangarkeepers:	Not Applicable
Personal/Advertising Injury:	\$ 1,000,000 OCC
Contractual:	\$ 10,000,000 OCC
Automobile Liability:	\$ Not applicable
Employer's Liability:	\$ 1,000,000 Per Claim

Workers' Compensation

Per State Requirements

- 15.2 With respect to the Commercial General and Automobile Liability insurance, each policy shall (a) be primary without right of contribution from any insurance that is carried by JetBlue, (b) name JetBlue, its directors, officers, employees and agents as additional insureds, (c) contain a waiver of subrogation in favor of the additional insured, (d) provide that Business Partner is solely responsible for the payment of all premiums, deductibles, self insured retentions, penalties and punitive damages thereunder, and (e) contain a provision requiring the insurer(s) to provide JetBlue with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance. To the extent that Business Partner relies on an excess or "umbrella" policy of insurance to satisfy the requirements of this section, any such policy shall be no less broad than the underlying policy, shall have the same inception and expiration dates as the underlying policy, and shall include a drop-down provision.
- 15.3 With respect to the Employer's Liability and Workers' Compensation insurance, each policy shall (a) provide that Business Partner is solely responsible for the payment of all premiums thereunder, (b) include a severability of interest clause, (c) contain a waiver of subrogation in favor of JetBlue, and (d) contain a provision requiring the insurer(s) to provide JetBlue with not less than thirty (30) days' prior written notice of any cancellation or adverse material change in such insurance.
- 15.4 Not less than ten (10) days prior to Business Partner first performing the Services hereunder, and not less than thirty (30) days prior to the expiration or other termination of any such insurance, Business Partner shall furnish to JetBlue certificates evidencing that Business Partner has the insurance required hereby. All insurance required to be carried by Business Partner hereunder shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the applicable jurisdictions and having either (a) a general policyholder rating from Best's Insurance Guide, or an equivalent organization, of not less than "A-" or (b) an international reputation in the aviation marketplace.

Article 16 – Indemnification

- 16.1 Business Partner shall defend, indemnify and hold harmless JetBlue, its directors, officers, employees and agents, from and against any and all losses, damages, claims, liabilities, demands, costs and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from (i) the provision of the Services by Business Partner hereunder, or (ii) any act or omission of Business Partner, its agents, employees or subcontractors, or (iii) Business Partner's performance of its other obligations under this Agreement, or (iv) any breach or default by Business Partner of its obligations under this Agreement, except to the extent arising out of or resulting from the gross negligence or willful misconduct of JetBlue.

- 16.2 The terms of this Article 16 shall survive the expiration or earlier termination of this Agreement.

Article 17 – Reporting Requirements

- 17.1 The Parties' representatives will meet on a regular basis, at least twice per year, to review and discuss any ongoing operational matters relevant to the Services being provided by Business Partner under this Agreement.
- 17.2 Upon request, Business Partner shall provide JetBlue with a monthly activity report, in an electronic format, detailing the activity for the preceding month. The subject line of every such e-mail shall be in the following format: Service Provided-City-Company-Month Year-Monthly Report (Example: Skycap-BWI-PrimeFlight-September 2011-Monthly Report).
- 17.3 Business Partner will provide JetBlue with regular reports regarding process improvements that may influence the price of the Services to JetBlue's benefit.

Article 18 – Compliance With Legal Requirements, Etc.

- 18.1 In furnishing the Services, Business Partner shall at all times comply with all applicable federal, state and local (including airport) laws, executive orders, ordinances, rules, and regulations. Without limiting the generality of the foregoing, Business Partner shall in particular be required to comply with the following:
- 18.1.1 Business Partner shall comply with (i) all applicable provisions of 49 CFR 15, 1520, 1540, 1542, 1544, 1548 and 1550; (ii) all applicable written airport policy statements regarding security; (iii) all applicable security directives and information circulars promulgated pursuant to 49 CFR 1542.303 and 1544.305; and (iv) those provisions of JetBlue's AOSSP (i.e., the manual approved by the Transportation Security Administration pursuant to 49 CFR 1544.101-105, as such manual may be amended from time to time) and of which JetBlue notifies Business Partner from time to time during the term of this Agreement. Business Partner shall ensure and be able to demonstrate that it has conducted adequate background / criminal background investigations and finger printing of all its employees hired under applicable FAA and TSA regulations found at 49 CFR 1544.229 & 1542.209.
- 18.1.2 Business Partner shall not use or contract with any drug testing laboratory that is not certified by the Department of Health and Human Services (DHHS) pursuant to the DHHS "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 Federal Register 11970; April 11, 1988 as amended by 59 Federal Register 29908; June 9, 1994). Business Partner shall provide to JetBlue a copy of Business Partner's certified drug testing and alcohol misuse prevention programs,

together with evidence in form reasonably satisfactory to JetBlue that such programs have been approved by the FAA. JetBlue shall have the right at any time, upon not less than 24 hours prior oral or written notice to Business Partner, to review, inspect and audit Business Partner's testing, training and other records required to be kept under Business Partner's drug testing and alcohol misuse prevention programs.

- 18.1.3 Throughout the term of this Agreement, Business Partner (and its agents, employees and other personnel engaged in activities performed on behalf of JetBlue) shall not discriminate on the basis of handicap, consistent with the Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and 14 CFR Section 382.9, and shall comply with directives issued by complaints resolution officials under 14 CFR Section 382.65.
- 18.1.4 Business Partner shall obtain all necessary governmental and airport authorizations, consents and approvals and make and give all governmental or airport filings and notices with respect to the Services and maintain at all times during the term of this Agreement all governmental, airport or other licenses, permits and other authorizations required to provide the Services in accordance with the terms of this Agreement.
- 18.1.5 JetBlue shall have the right, but not the duty, to conduct such audits of Business Partner's books and records (including, without limitation, employment records) only when such an audit is directly related to the Services provided to JetBlue, but not in violation of any legal duty of confidentiality owed by Business Partner to any employee, to ensure Business Partner's compliance with the foregoing legal requirements. JetBlue reserves the right to require removal by Business Partner from JetBlue's aircraft or Airport facilities of any Business Partner employee unacceptable to JetBlue, provided, however, that JetBlue will not exercise this right on unlawful grounds.
- 18.1.6 Business Partner is responsible for making sure all necessary training is complied with and documented and Business Partner is responsible for having all necessary manuals and that they be updated and current manuals to complete the Services.
- 18.2 In addition to its obligations under Article 18.1 of this Agreement, with respect to the work or services, as the case may be, to be performed under this Agreement, Business Partner represents, warrants, covenants and agrees as follows:
 - 18.2.1 Business Partner currently holds, or will hold prior to the commencement of such work or services, all licenses, registrations, permits, consents, franchises and approvals (collectively, the "Permits") required in connection therewith, and shall maintain all Permits current and in full force and effect at all times during the performance of such work or services.

- 18.2.2 Business Partner shall provide copies of all Permits or any of them to JetBlue promptly after request therefore, and shall keep copies of such Permits on-site where such work or services are performed, to the extent required by applicable law.
- 18.2.3 Business Partner shall, and shall cause its employees, agents, representatives and subcontractors to, perform all such work or services in compliance with all applicable Federal, state and local ordinances, laws, rules, regulations and codes.
- 18.2.4 Business Partner shall, and shall cause its employees, agents, representatives and subcontractors to, perform all such work or services in accordance with all rules, guidelines, policies and procedures established by JetBlue from time to time (collectively, "JetBlue Policies"), provided Business Partner is notified thereof.
- 18.2.5 Business Partner shall, and shall cause its employees, agents, representatives and subcontractors to, perform all such work or services in a safe, professional and workmanlike manner by competent personnel under qualified supervision.
- 18.2.6 Business Partner shall provide its employees, agents, representatives and subcontractors with all necessary initial and recurrent training, including familiarization with JetBlue Policies.
- 18.2.7 Business Partner shall maintain records of the following, copies of which shall be provided to JetBlue upon request: training programs, workplace accidents and injuries, employee grievances, and employee disciplinary actions.
- 18.2.8 JetBlue reserves the right to audit Business Partner during normal business hours and upon reasonable prior notice in order to determine compliance with the obligations set forth herein.
- 18.2.9 Business Partner shall comply with its obligations under this Article 18.2 at its sole cost and expense. Business Partner shall indemnify, defend and hold harmless JetBlue from and against all claims, injury, liability, loss, fines, suits, demands, cost and damage, including reasonable legal fees and expenses, arising from any breach of the provisions of this Article 18.2. The indemnity set forth in this Article 18.2.9 shall survive the expiration or earlier termination of this Agreement.
- 18.2.10 The provisions of this Article 18.2 are in addition to the other terms and provisions set forth in this Agreement, and shall apply notwithstanding anything set forth in this Agreement to the contrary. If there exists any conflict between any term or provision of this Agreement and any term or provision of this Article 18.2, this Article 18.2 shall control.
- 18.3 For avoidance of doubt, JetBlue may immediately terminate this Agreement should Business Partner fail to comply with this Article 18.

Article 19 -- Subcontracting

- 19.1 Business Partner shall not subcontract for any of the Services without the prior written consent of JetBlue. If JetBlue agrees to allow Business Partner to delegate any of the Services to subcontractors, Business Partner shall remain primarily liable for such Services and shall be responsible for any subcontractor's performance thereof.

Article 20 -- Miscellaneous

- 20.1 The captions and headings of this Agreement have been inserted solely for convenience and are not to be considered in matters of its interpretation.
- 20.2 Any additions, deletions or modifications of the provisions of this Agreement shall not be binding on either Party unless accepted and approved in writing by duly authorized representatives of both Parties.
- 20.3 This Agreement constitutes the entire understanding of the Parties and no representation or statement made by a representative of either Party which is not stated herein shall be binding.
- 20.4 This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to conflict of laws principles. Any disputes under this Agreement may be brought in the state courts and the Federal courts located within the State of New York, and the Parties hereby consent to the personal jurisdiction and venue of these courts.
- 20.5 The relationship between JetBlue and Business Partner shall be that of independent contractor for all purposes, and in no event shall persons employed by either Party be held or construed to be employees of the other.
- 20.6 This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto. It shall not be voluntarily assigned in whole or in part by either Party without the prior written consent of the other Party.
- 20.7 Business Partner represents that the terms of this Agreement will be as favorable as the terms of similar agreements entered into by Business Partner with any other customer similarly situated. While protecting the confidentiality of other customers, JetBlue will have the right to review the terms and substance of other agreements that might be considered more favorable. If both Parties agree that a more favorable agreement exists between Business Partner and another party, then the Parties will agree to modify the terms and conditions of this Agreement so as to ensure that JetBlue maintains the most favorable terms.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the signature of their duly authorized officials as affixed below as of the date first written above.

JETBLUE AIRWAYS CORPORATION

By: 
Name: Alex Battaglia
Title: Vice President Airports

PRIMEFLIGHT AVIATION SERVICES, INC.

By: 
Name: Keith Wolken
Title: President

APPENDIX A

Baltimore-Washington International Airport ("BWI")

1. Term

This Agreement shall become effective as it relates to BWI on September 1, 2011.

This Agreement shall remain in effect for a period of two (2) years and then shall continue month to month thereafter as it relates to BWI or until terminated in accordance with the terms of this Agreement.

2. General Description of Services

This Agreement includes the following Services to be performed at BWI:

A. WHEELCHAIR SERVICES

Attendants are responsible for assisting JetBlue customers that need to be transported by wheelchair within the airport. Responsibilities include but are not limited to the dispatching, coordinating, and manning of wheelchair services for all JetBlue customers as set forth herein. Additionally, Business Partner shall implement and use, at its sole expense and cost, appropriate (and acceptable to JetBlue) processes, whether using technology or otherwise, to interface with JetBlue's system(s) in order to prepare for and meet inbound flights with the appropriate amount of wheelchairs and agents to accommodate such flights' wheelchair requests for inbound customers.

Business Partner, on request, must provide assistance to a customer with a disability in making flight connections and providing transportation between gates. This applies whether the JetBlue, or any other airline, has an interline agreement with another airline or not.

Business Partner will transport passengers in wheelchairs, or with other disabilities which require assistance, to their final terminal or gate of departure. In addition, Business Partner will assist such passengers with luggage to their vehicles, taxi stands, parking shuttle stations and/or rental car stations if needed.

Business Partner shall provide electronic tracking of all JetBlue wheelchairs at all times. Additionally, Business Partner shall track all customer wait times and complaints.

B. WHEELCHAIR DATA REPORTING

Business Partner shall be responsible for weekly and monthly reporting to JetBlue, in a JetBlue approved format, all data pertaining to, but not limited to, a

daily, weekly, and monthly accounting of data pertaining to Wheelchair Services, including but not limited to the data points measured to determine Offsets to Pricing (below, under Section 4 Pricing).

Additionally, JetBlue shall have access to Business Partner's Web system that tracks such information so that reports can be accessed, created, and/or pulled by JetBlue on demand.

JetBlue shall have the authority to verify the accuracy of the data submitted to it by Business Partner.

In the event of a discrepancy between the data of the Parties, then at JetBlue's sole discretion, JetBlue's data shall take precedence and Business Partner shall remit to JetBlue any additional fees that would have and/or should have been collected by Business Partner.

C. JANITORIAL SERVICES

Weekly cleans of all office spaces, the Operations area, the Cash Out Room, all common areas, the Baggage Service Office, and the Baggage Service Office storage area.

The weekly services shall include:

- Dust/damp wipe all horizontal surfaces to remove fingerprints, dust, etc., to maintain a high level of cleanliness
- Vacuum all carpeted floors
- Sweep or mop all floor spaces that are not carpeted, including stairways
- Empty all trash receptacles and change liners
- Damp wipe vending machines, tables, and chairs in break rooms
- Clean sink in kitchen area
- Clean all telephones with disinfectant
- Clean JetBlue's skycap area outside of terminal
- Mop/wash/disinfect restroom floors
- Spot clean carpets as necessary in all areas
- Vacuum, brush, or spot clean all furniture as necessary
- Dust or damp wipe all vertical surfaces, wall ornaments, pictures, clocks, logos, artificial lamps, ticket counter equipment
- Clean and polish all stainless steel and bright metal areas
- Clean refrigerator in break room
- Burnish/buff all vinyl tile flooring
- Clean external surfaces of heating/air conditioning vents
- Dust top of lockers and other high ledges

The quarterly services shall include:

- Steam clean all carpeted areas
- Buff and wax all tile flooring areas

The Parties acknowledge and agree that JetBlue will develop Service Level Agreements for the Services outlined herein which shall be added to and become part of this Agreement at the time that such Service Level Agreements are presented and reasonably agreed to by Business Partner.

All employees furnished under this Agreement should be courteous, reliable, properly trained, properly uniformed, and shall perform all duties in accordance with applicable FAA regulations. As well, all employees will act as JetBlue ambassadors and will make every effort possible to ensure customers live the JetBlue experience as of leaving the vehicle.

3. Equipment

JetBlue shall provide, at its sole cost and expense, the following items for Business Partner's use at BWI:
-Wheelchairs

4. Pricing*

The pricing for the Services will be as set forth below:

- A. WHEELCHAIR SERVICES
- B. WHEELCHAIR DATA REPORTING
- C. JANITORIAL SERVICES (Other than buffing/waxing of tile floors and steam cleaning of carpets.)

\$225.00 per day for all services.

Buffing/waxing of tile floors and steam cleaning of carpets.

\$80.00 (or less) per quarter.

*Daily and quarterly rates include applicable airport taxes. There shall be no escalation or increase in the daily or quarterly rates for any reason during the term of this Agreement. There shall be no increase in daily or quarterly rates for weekends, evenings, nights, or holidays.

JetBlue shall not be responsible or liable for any additional charges except for airport pass-through fees, including taxes, licensing, security checks, airport badging and/or fees not specifically identified and quantified herein, whether fuel/energy related or otherwise.

Offsets to the above Pricing (all of which are cumulative each month):

1. Wheelchair Complaints (regardless of source submitting or receiving): JetBlue shall receive a \$50.00 offset for every complaint after the first 3 per month.
2. Wheelchair Failure to Timely Assist: JetBlue shall receive a \$50.00 offset for every occurrence of a customer waiting ten (10) minutes or longer for wheelchair assistance.
3. Wheelchair Service Request Responsiveness – Planned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 95% of the planned moves for the month be made on time.
4. Wheelchair Service Request Responsiveness -- Planned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 100% of the planned moves for the month be made within five (5) minutes of the scheduled time.
5. Wheelchair Service Request Responsiveness – Unplanned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 80% of customers be met within five (5) minutes of the wheelchair request.
6. Wheelchair Service Request Responsiveness – Unplanned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 95% of customers be met within ten (10) minutes of the wheelchair request
7. Wheelchair Data Reporting: JetBlue shall receive a \$1,000.00 offset for each day of missing and/or incomplete data. Data shall be considered missing if not available within seven (7) days of month's end.
8. Uniform / Professional Appearance: JetBlue shall receive a \$25.00 offset for each occurrence of a Business Partner employee/agent being out of uniform or dressed in an incomplete, un-neat, and/or dirty uniform.
9. Minimum Staffing Requirements: JetBlue shall receive a \$200.00 offset for each day of improper staffing during the invoice period.

The Parties acknowledge and agree that as Service Level Agreements are adopted into this Agreement from time to time, one or all may have additional offsets for sub-par performance levels by Business Partner, including but not limited to wheelchair wait times and/or customer complaints.

5. Training

Training for all Services, including but not limited to initial and recurrent, shall be provided by Business Partner at Business Partner's sole cost and expense. JetBlue will provide Train-the-Trainer training (JetBlue providing initial training to Business Partner's trainers) to Business Partner, each party bearing their own cost and expense.

6. Staffing Requirements

The total daily hours per resource shall not exceed those in the below table without first being preapproved in writing by JetBlue.

Total Hours & Daily Distribution*	
Wheelchair Agent	32
Cross functional Supervisor	17
Total Hours	49

*Specific daily distribution of hours shall be pre-approved by JetBlue's BWI General Manager. Additionally, the total daily hours per resource shall not be reduced from those in the above table without first being pre-approved in writing by JetBlue.

APPENDIX B

Charlotte Douglas International Airport ("CLT")

1. Term

This Agreement shall become effective as it relates to CLT on September 1, 2011.

This Agreement shall remain in effect for a period of two (2) years and then shall continue month to month thereafter as it relates to CLT or until terminated in accordance with the terms of this Agreement.

2. General Description of Services

This Agreement includes the following Services to be performed at CLT:

A. WHEELCHAIR SERVICES

Attendants are responsible for assisting JetBlue customers that need to be transported by wheelchair within the airport. Responsibilities include but are not limited to the dispatching, coordinating, and manning of wheelchair services for all JetBlue customers as set forth herein. Additionally, Business Partner shall implement and use, at its sole expense and cost, appropriate (and acceptable to JetBlue) processes, whether using technology or otherwise, to interface with JetBlue's system(s) in order to prepare for and meet inbound flights with the appropriate amount of wheelchairs and agents to accommodate such flights' wheelchair requests for inbound customers.

Business Partner, on request, must provide assistance to a customer with a disability in making flight connections and providing transportation between gates. This applies whether the JetBlue, or any other airline, has an interline agreement with another airline or not.

Business Partner will transport passengers in wheelchairs, or with other disabilities which require assistance, to their final terminal or gate of departure. In addition, Business Partner will assist such passengers with luggage to their vehicles, taxi stands, parking shuttle stations and/or rental car stations if needed.

Business Partner shall provide electronic tracking of all JetBlue wheelchairs at all times. Additionally, Business Partner shall track all customer wait times and complaints.

B. WHEELCHAIR DATA REPORTING

Business Partner shall be responsible for weekly and monthly reporting to JetBlue, in a JetBlue approved format, all data pertaining to, but not limited to, a

daily, weekly, and monthly accounting of data pertaining to Wheelchair Services, including but not limited to the data points measured to determine Offsets to Pricing (below, under Section 4 Pricing).

Additionally, JetBlue shall have access to Business Partner's Web system that tracks such information so that reports can be accessed, created, and/or pulled by JetBlue on demand.

JetBlue shall have the authority to verify the accuracy of the data submitted to it by Business Partner.

In the event of a discrepancy between the data of the Parties, then at JetBlue's sole discretion, JetBlue's data shall take precedence and Business Partner shall remit to JetBlue any additional fees that would have and/or should have been collected by Business Partner.

The Parties acknowledge and agree that JetBlue will develop Service Level Agreements for the Services outlined herein which shall be added to and become part of this Agreement at the time that such Service Level Agreements are presented and reasonably agreed to by Business Partner.

All employees furnished under this Agreement should be courteous, reliable, properly trained, properly uniformed, and shall perform all duties in accordance with applicable FAA regulations. As well, all employees will act as JetBlue ambassadors and will make every effort possible to ensure customers live the JetBlue experience as of leaving the vehicle.

3. Equipment

JetBlue shall provide, at its sole cost and expense, the following items for Business Partner's use at CLT:

-Wheelchairs

4. Pricing

The pricing for the Services will be as set forth below:

A. WHEELCHAIR SERVICES

Hourly Resources	Rate/Hr*	Overtime**/Holiday^ Rate
Wheelchair Agent	\$7.62	\$11.43

B. WHEELCHAIR DATA REPORTING

No Additional charge.

*Hourly rates include applicable airport taxes. There shall be no escalation or increase in the hourly rates for any reason during the term of this Agreement. There shall be no increase in hourly rates for weekends, evenings, nights, or holidays. Additional hours beyond those required only when specifically requested in advance by JetBlue in writing, shall be priced as indicated above.

**Overtime rates will be as indicated above, but shall not apply to any worker type other than Regular Employees. Overtime pay will not be applicable when the overtime is the direct or indirect result of a delayed flight(s), a cancelled flight(s), delays due to weather, or delays due to the result of aircraft maintenance and/or taxi times.

^Holidays include: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

JetBlue shall not be responsible or liable for any additional charges except for airport pass-through fees, including taxes, licensing, security checks, airport badging and/or fees not specifically identified and quantified herein, whether fuel/energy related or otherwise.

Offsets to the above Pricing (all of which are cumulative each month):

1. Wheelchair Complaints (regardless of source submitting or receiving): JetBlue shall receive a \$50.00 offset for every complaint after the first 3 per month.
2. Wheelchair Failure to Timely Assist: JetBlue shall receive a \$50.00 offset for every occurrence of a customer waiting ten (10) minutes or longer for wheelchair assistance.
3. Wheelchair Service Request Responsiveness – Planned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 95% of the planned moves for the month be made on time.
4. Wheelchair Service Request Responsiveness – Planned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 100% of the planned moves for the month be made within five (5) minutes of the scheduled time.
5. Wheelchair Service Request Responsiveness – Unplanned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 80% of customers be met within five (5) minutes of the wheelchair request.
6. Wheelchair Service Request Responsiveness – Unplanned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly

invoice should less than 95% of customers be met within ten (10) minutes of the wheelchair request.

7. **Wheelchair Data Reporting:** JetBlue shall receive a \$1,000.00 offset for each day of missing and/or incomplete data. Data shall be considered missing if not available within seven (7) days of month's end.
8. **Uniform / Professional Appearance:** JetBlue shall receive a \$25.00 offset for each occurrence of a Business Partner employee/agent being out of uniform or dressed in an incomplete, un-neat, and/or dirty uniform.
9. **Minimum Staffing Requirements:** JetBlue shall receive a \$200.00 offset for each day of improper staffing during the invoice period.

The Parties acknowledge and agree that as Service Level Agreements are adopted into this Agreement from time to time, one or all may have additional offsets for sub-par performance levels by Business Partner, including but not limited to wheelchair wait times and/or customer complaints.

5. Training

Training for all Services, including but not limited to initial and recurrent, shall be provided by Business Partner at Business Partner's sole cost and expense. JetBlue will provide Train-the-Trainer training (JetBlue providing initial training to Business Partner's trainers) to Business Partner, each party bearing their own cost and expense.

6. Staffing Requirements

The total daily hours per resource shall not exceed those in the below table without first being preapproved in writing by JetBlue.

Total Hours & Daily Distribution*	
Wheelchair Agent	26
Total Hours	26

*Specific daily distribution of hours shall be pre-approved by JetBlue's CLT General Manager. Additionally, the total daily hours per resource shall not be reduced from those in the above table without first being pre-approved in writing by JetBlue.

APPENDIX C

Westchester County Airport ("HPN")

1. Term

This Agreement shall become effective as it relates to HPN on September 1, 2011.

This Agreement shall remain in effect for a period of two (2) years and then shall continue month to month thereafter as it relates to HPN or until terminated in accordance with the terms of this Agreement.

2. General Description of Services

This Agreement includes the following Services to be performed at HPN:

A. SKYCAP SERVICES

Curb side baggage checking service for JetBlue customers. Responsibilities include but are not limited to:

- Identifying customers;
- Utilization of JetBlue's Sabre System ("Sabre");
- Comparing IDs and tickets;
- Check seat availability and issue seat assignments, boarding passes, and claim checks to customers;
- Tag and identify all customer bags (no cancellation of bag tags without approval of a Business Partner supervisor; no cash refunds without approval of a Business Partner supervisor and an authorization from a JetBlue supervisor or manager);
- Identify customers who have previously paid for their bag(s), confirm amount paid is proper, charge for any additional fees that might be required;
- Communicate wheelchair needs to wheelchair service dispatchers;
- Remove luggage from vehicles should customers request assistance;
- Fee collection (all must be processed through Sabre):
 - Skycaps to individually log in to Sabre;
 - All checked baggage to be counted and weighed, with appropriate fees, if any, to be charged to customer(s)
 - Skycaps not to charge miscellaneous or incorrect fees; and
 - Itemized fees and form of payment entered;
- Issue itemized receipt for each collection of fees;
- Fee tracking (recorded and documented in Sabre);
- Business Partner to audit each Skycap's detailed baggage checked report for each shift against their collections;

- Skycaps found to be collecting any revenues outside of the system will be subject to immediate termination;
- Any shortages in collection shall be Business Partner's liability/expense/loss;

All credit card transactions shall be conducted "live" (no carbon copies to be billed at a later point) and the card must be swiped, approved, and compared to the customer's ID at the time of the transaction.

Business Partner shall at all times have in place and all of its Skycap employees trained on JetBlue's local secondary or "backup" process(es), if any, to be immediately implemented should a system malfunction occur, so as to not delay the check-in process or inconvenience any customers, while at the same time maintaining process integrity, accuracy, and security.

B. WHEELCHAIR SERVICES

Attendants are responsible for assisting JetBlue customers that need to be transported by wheelchair within the airport. Responsibilities include but are not limited to the dispatching, coordinating, and manning of wheelchair services for all JetBlue customers as set forth herein. Additionally, Business Partner shall implement and use, at its sole expense and cost, appropriate (and acceptable to JetBlue) processes, whether using technology or otherwise, to interface with JetBlue's system(s) in order to prepare for and meet inbound flights with the appropriate amount of wheelchairs and agents to accommodate such flights' wheelchair requests for inbound customers.

Business Partner, on request, must provide assistance to a customer with a disability in making flight connections and providing transportation between gates. This applies whether the JetBlue, or any other airline, has an interline agreement with another airline or not.

Business Partner will transport passengers in wheelchairs, or with other disabilities which require assistance, to their final terminal or gate of departure. In addition, Business Partner will assist such passengers with luggage to their vehicles, taxi stands, parking shuttle stations and/or rental car stations if needed.

Business Partner shall provide electronic tracking of all JetBlue wheelchairs at all times. Additionally, Business Partner shall track all customer wait times and complaints.

C. WHEELCHAIR DATA REPORTING

Business Partner shall be responsible for weekly and monthly reporting to JetBlue, in a JetBlue approved format, all data pertaining to, but not limited to, a daily, weekly, and monthly accounting of data pertaining to Wheelchair Services,

including but not limited to the data points measured to determine Offsets to Pricing (below, under Section 4 Pricing).

Additionally, JetBlue shall have access to Business Partner's Web system that tracks such information so that reports can be accessed, created, and/or pulled by JetBlue on demand.

JetBlue shall have the authority to verify the accuracy of the data submitted to it by Business Partner.

In the event of a discrepancy between the data of the Parties, then at JetBlue's sole discretion, JetBlue's data shall take precedence and Business Partner shall remit to JetBlue any additional fees that would have and/or should have been collected by Business Partner.

D. BAGGAGE TRANSFER SERVICES

Business Partner will manage JetBlue's customers' baggage transfers (both domestic and international). Responsibilities include but are not limited to coordination of baggage movement (preparation and identification) in the Airport Operation area and assisting with customer luggage onto the baggage belts and into the baggage system.

The Parties acknowledge and agree that JetBlue will develop Service Level Agreements for the Services outlined herein which shall be added to and become part of this Agreement at the time that such Service Level Agreements are presented and reasonably agreed to by Business Partner.

All employees furnished under this Agreement should be courteous, reliable, properly trained, properly uniformed, and shall perform all duties in accordance with applicable FAA regulations. As well, all employees will act as JetBlue ambassadors and will make every effort possible to ensure customers live the JetBlue experience as of leaving the vehicle.

3. Equipment

JetBlue shall provide, at its sole cost and expense, the following items for Business Partner's use at HPN:

- Wheelchairs
- Baggage tags
- Boarding pass stock
- Check-in system/desk/printers and stock

4. Pricing

..... The pricing for the Services will be as set forth below:

- A. SKYCAP
- B. WHEELCHAIR
- C. WHEELCHAIR DATA REPORTING
- D. BAGGAGE TRANSFER SERVICES

\$24,758.00 per month* total for all four services.

In leap years, JetBlue agrees to pay Business Partner an additional \$813.96 for the month* of February.

*Monthly rate includes applicable airport taxes. There shall be no escalation or increase in the monthly rate for any reason during the term of this Agreement. There shall be no increase in monthly rate for weekends, evenings, nights, or holidays. Additional hours beyond those required by the Staffing Requirements herein are only when specifically requested in advance by JetBlue in writing.

JetBlue shall not be responsible or liable for any additional charges except for airport pass-through fees, including taxes, licensing, security checks, airport badging and/or fees not specifically identified and quantified herein, whether fuel/energy related or otherwise.

Offsets to the above Pricing (all of which are cumulative each month):

1. \$50.00 for each failure of Business Partner to issue a baggage fee receipt to a customer who is or should be charged a baggage fee.
2. Damaged baggage costs/expenses for which a preponderance of evidence suggests that Business Partner was at fault.
3. JetBlue's reasonable cost associated with accommodating customers for mistagged bags and returning mistagged bags to customers.
4. Wheelchair Complaints (regardless of source submitting or receiving): JetBlue shall receive a \$50.00 offset for every complaint after the first 3 per month.
5. Wheelchair Failure to Timely Assist: JetBlue shall receive a \$50.00 offset for every occurrence of a customer waiting ten (10) minutes or longer for wheelchair assistance.
6. Wheelchair Service Request Responsiveness – Planned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 95% of the planned moves for the month be made on time.

7. Wheelchair Service Request Responsiveness – Planned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 100% of the planned moves for the month be made within five (5) minutes of the scheduled time.
8. Wheelchair Service Request Responsiveness – Unplanned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 80% of customers be met within five (5) minutes of the wheelchair request.
9. Wheelchair Service Request Responsiveness – Unplanned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 95% of customers be met within ten (10) minutes of the wheelchair request.
10. Wheelchair Data Reporting: JetBlue shall receive a \$1,000.00 offset for each day of missing and/or incomplete data. Data shall be considered missing if not available within seven (7) days of month's end.
11. Uniform / Professional Appearance: JetBlue shall receive a \$25.00 offset for each occurrence of a Business Partner employee/agent being out of uniform or dressed in an incomplete, un-neat, and/or dirty uniform.
12. Minimum Staffing Requirements: JetBlue shall receive a \$200.00 offset for each day of improper staffing during the invoice period.

The Parties acknowledge and agree that as Service Level Agreements are adopted into this Agreement from time to time, one or all may have additional offsets for sub-par performance levels by Business Partner, including but not limited to wheelchair wait times, operational baggage movements, and/or customer complaints.

5. Training

Training for all Services, including but not limited to initial and recurrent, shall be provided by Business Partner at Business Partner's sole cost and expense. JetBlue will provide Train-the-Trainer training (JetBlue providing initial training to Business Partner's trainers) to Business Partner, each party bearing their own cost and expense.

6. Staffing Requirements

The total daily hours per resource shall not exceed those in the below table without first being preapproved in writing by JetBlue.

Total Hours & Daily Distribution*	
Skycaps	32
Wheelchair Agent	35

Baggage Handler	16
Supervisor	8.5
Total Hours	91.5

* Specific daily distribution of hours shall be pre-approved by JetBlue's HPN General Manager. Additionally, the total daily hours per resource shall not be reduced from those in the above table without first being pre-approved in writing by JetBlue.

APPENDIX D

LaGuardia International Airport ("LGA")

1. Term

This Agreement shall become effective as it relates to LGA on September 1, 2011.

This Agreement shall remain in effect for a period of two (2) years and then shall continue month to month thereafter as it relates to LGA or until terminated in accordance with the terms of this Agreement.

2. General Description of Services

This Agreement includes the following Services to be performed at LGA:

A. SKYCAP SERVICES

Curb side baggage checking service for JetBlue customers. Responsibilities include but are not limited to:

- Identifying customers;
- Utilization of JetBlue's Sabre System ("Sabre");
- Comparing IDs and tickets;
- Check seat availability and issue seat assignments, boarding passes, and claim checks to customers;
- Tag and identify all customer bags (no cancellation of bag tags without approval of a Business Partner supervisor; no cash refunds without approval of a Business Partner supervisor and an authorization from a JetBlue supervisor or manager);
- Identify customers who have previously paid for their bag(s), confirm amount paid is proper, charge for any additional fees that might be required;
- Communicate wheelchair needs to wheelchair service dispatchers;
- Remove luggage from vehicles should customers request assistance;
- Fee collection (all must be processed through Sabre):
 - Skycaps to individually log in to Sabre;
 - All checked baggage to be counted and weighed, with appropriate fees, if any, to be charged to customer(s)
 - Skycaps not to charge miscellaneous or incorrect fees; and
 - Itemized fees and form of payment entered;
- Issue itemized receipt for each collection of fees;
- Fee tracking (recorded and documented in Sabre);
- Business Partner to audit each Skycap's detailed baggage checked report for each shift against their collections;

- Skycaps found to be collecting any revenues outside of the system will be subject to immediate termination;
- Any shortages in collection shall be Business Partner's liability/expense/loss;

All credit card transactions shall be conducted "live" (no carbon copies to be billed at a later point) and the card must be swiped, approved, and compared to the customer's ID at the time of the transaction.

Business Partner shall at all times have in place and all of its Skycap employees trained on JetBlue's local secondary or "backup" process(es), if any, to be immediately implemented should a system malfunction occur, so as to not delay the check-in process or inconvenience any customers, while at the same time maintaining process integrity, accuracy, and security.

B. WHEELCHAIR SERVICES

Attendants are responsible for assisting JetBlue customers that need to be transported by wheelchair within the airport. Responsibilities include but are not limited to the dispatching, coordinating, and manning of wheelchair services for all JetBlue customers as set forth herein. Additionally, Business Partner shall implement and use, at its sole expense and cost, appropriate (and acceptable to JetBlue) processes, whether using technology or otherwise, to interface with JetBlue's system(s) in order to prepare for and meet inbound flights with the appropriate amount of wheelchairs and agents to accommodate such flights' wheelchair requests for inbound customers.

Business Partner, on request, must provide assistance to a customer with a disability in making flight connections and providing transportation between gates. This applies whether the JetBlue, or any other airline, has an interline agreement with another airline or not.

Business Partner will transport passengers in wheelchairs, or with other disabilities which require assistance, to their final terminal or gate of departure. In addition, Business Partner will assist such passengers with luggage to their vehicles, taxi stands, parking shuttle stations and/or rental car stations if needed.

Business Partner shall provide electronic tracking of all JetBlue wheelchairs at all times. Additionally, Business Partner shall track all customer wait times and complaints.

C. WHEELCHAIR DATA REPORTING

Business Partner shall be responsible for weekly and monthly reporting to JetBlue, in a JetBlue approved format, all data pertaining to, but not limited to, a daily, weekly, and monthly-accounting of data pertaining to Wheelchair Services.

including but not limited to the data points measured to determine Offsets to Pricing (below, under Section 4 Pricing).

Additionally, JetBlue shall have access to Business Partner's Web system that tracks such information so that reports can be accessed, created, and/or pulled by JetBlue on demand.

JetBlue shall have the authority to verify the accuracy of the data submitted to it by Business Partner.

In the event of a discrepancy between the data of the Parties, then at JetBlue's sole discretion, JetBlue's data shall take precedence and Business Partner shall remit to JetBlue any additional fees that would have and/or should have been collected by Business Partner.

D. BAGGAGE TRANSFER SERVICES

Business Partner will manage JetBlue's customers' baggage transfers (both domestic and international). Responsibilities include but are not limited to coordination of baggage movement (preparation and identification) in the Airport Operation area and assisting with customer luggage onto the baggage belts and into the baggage system.

E. TICKET VERIFICATION

- Check and ensure that tickets are valid for the flight(s) for which they are presented.
- Check travel documents (identification, passports, visas, vaccination and other certificates) for the flight(s) concerned.

The Parties acknowledge and agree that JetBlue will develop Service Level Agreements for the Services outlined herein which shall be added to and become part of this Agreement at the time that such Service Level Agreements are presented and reasonably agreed to by Business Partner.

All employees furnished under this Agreement should be courteous, reliable, properly trained, properly uniformed, and shall perform all duties in accordance with applicable FAA regulations. As well, all employees will act as JetBlue ambassadors and will make every effort possible to ensure customers live the JetBlue experience as of leaving the vehicle.

3. Equipment

JetBlue shall provide, at its sole cost and expense, the following items for Business Partner's use at LGA:

-Wheelchairs

- Baggage tags
- Boarding pass stock
- Check-in system, desks

4. Pricing

The pricing for the Services will be as set forth below:

Hourly Resources	Rate/Hr*	Overtime**/Holiday^ Rate/Hr
Skycap Agent	\$8.01	NA
Wheelchair Agent	\$10.06	\$15.10
Wheelchair Data Reporting	\$0.00	\$0.00
Baggage Transfer Agent	\$10.93	\$16.40
Ticket Checker – Concourse A	\$13.50	\$18.90
Ticket Checker – Concourse B	\$13.20	\$18.48
Supervisor	\$13.68	NA

*Hourly rates include applicable airport taxes. There shall be no escalation or increase in the hourly rates for any reason during the term of this Agreement. There shall be no increase in hourly rates for weekends, evenings, or nights. Additional hours beyond those required herein, only when specifically requested in advance by JetBlue in writing, shall be priced as indicated above.

**Overtime rates will be as indicated above and shall not apply to all worker types. Overtime pay will not be applicable when the overtime is the direct or indirect result of a delayed flight(s), a cancelled flight(s), delays due to weather, or delays due to the result of aircraft maintenance and/or taxi times.

^ New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Twenty percent (20%) of the total cost for the airport will be split evenly amongst all airlines/companies that are a party to the services and eighty percent (80%) of the cost will be allocated to the airlines/companies based on the proportion of the passengers such airline/company has out of the total number of passengers. For avoidance of doubt, the exact monthly amount that JetBlue will be charged may vary each month depending on the number of parties to the services and the total number of passengers each month. For the avoidance of doubt, only those Services listed in this Appendix A will be performed by Business Partner with respect to LGA.

JetBlue shall not be responsible or liable for any additional charges except for airport pass-through fees, including taxes, licensing, security checks, airport badging and/or fees not specifically identified and quantified herein, whether fuel/energy related or otherwise.

Offsets to the above Pricing (all of which are cumulative each month):

1. \$50.00 for each failure of Business Partner to issue a baggage fee receipt to a customer who is or should be charged a baggage fee.
2. Damaged baggage costs/expenses for which a preponderance of evidence suggests that Business Partner was at fault.
3. JetBlue's reasonable cost associated with accommodating customers for mistagged bags and returning mistagged bags to customers.
4. Wheelchair Complaints (regardless of source submitting or receiving): JetBlue shall receive a \$50.00 offset for every complaint after the first 3 per month.
5. Wheelchair Failure to Timely Assist: JetBlue shall receive a \$50.00 offset for every occurrence of a customer waiting ten (10) minutes or longer for wheelchair assistance.
6. Wheelchair Service Request Responsiveness – Planned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 95% of the planned moves for the month be made on time.
7. Wheelchair Service Request Responsiveness – Planned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 100% of the planned moves for the month be made within five (5) minutes of the scheduled time.
8. Wheelchair Service Request Responsiveness – Unplanned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 80% of customers be met within five (5) minutes of the wheelchair request.
9. Wheelchair Service Request Responsiveness – Unplanned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 95% of customers be met within ten (10) minutes of the wheelchair request.
10. Wheelchair Data Reporting: JetBlue shall receive a \$1,000.00 offset for each day of missing and/or incomplete data. Data shall be considered missing if not available within seven (7) days of month's end.
11. Uniform / Professional Appearance: JetBlue shall receive a \$25.00 offset for each occurrence of a Business Partner employee/agent being out of uniform or dressed in an incomplete, un-neat, and/or dirty uniform.

The Parties acknowledge and agree that as Service Level Agreements are adopted into this Agreement from time to time, one or all may have additional offsets for sub-par performance levels by Business Partner, including but not limited to wheelchair wait times, operational baggage movements and/or customer complaints.

5. Training

Training for all Services, including but not limited to initial and recurrent, shall be provided by Business Partner at Business Partner's sole cost and expense. JetBlue will provide Train-the-Trainer training (JetBlue providing initial training to Business Partner's trainers) to Business Partner, each party bearing their own cost and expense.

APPENDIX E

Richmond International Airport ("RIC")

1. Term

This Agreement shall become effective as it relates to RIC on September 1, 2011.

This Agreement shall remain in effect for a period of two (2) years and then shall continue month to month thereafter as it relates to RIC or until terminated in accordance with the terms of this Agreement.

2. General Description of Services

This Agreement includes the following Services to be performed at RIC:

A. WHEELCHAIR SERVICES

Attendants are responsible for assisting JetBlue customers that need to be transported by wheelchair within the airport. Responsibilities include but are not limited to the dispatching, coordinating, and manning of wheelchair services for all JetBlue customers as set forth herein. Additionally, Business Partner shall implement and use, at its sole expense and cost, appropriate (and acceptable to JetBlue) processes, whether using technology or otherwise, to interface with JetBlue's system(s) in order to prepare for and meet inbound flights with the appropriate amount of wheelchairs and agents to accommodate such flights' wheelchair requests for inbound customers.

Business Partner, on request, must provide assistance to a customer with a disability in making flight connections and providing transportation between gates. This applies whether the JetBlue, or any other airline, has an interline agreement with another airline or not.

Business Partner will transport passengers in wheelchairs, or with other disabilities which require assistance, to their final terminal or gate of departure. In addition, Business Partner will assist such passengers with luggage to their vehicles, taxi stands, parking shuttle stations and/or rental car stations if needed.

Business Partner shall provide electronic tracking of all JetBlue wheelchairs at all times. Additionally, Business Partner shall track all customer wait times and complaints.

B. WHEELCHAIR DATA REPORTING

Business Partner shall be responsible for weekly and monthly reporting to JetBlue, in a JetBlue approved format, all data pertaining to, but not limited to, a

daily, weekly, and monthly accounting of data pertaining to Wheelchair Services, including but not limited to the data points measured to determine Offsets to Pricing (below, under Section 4 Pricing).

Additionally, JetBlue shall have access to Business Partner's Web system that tracks such information so that reports can be accessed, created, and/or pulled by JetBlue on demand.

JetBlue shall have the authority to verify the accuracy of the data submitted to it by Business Partner.

In the event of a discrepancy between the data of the Parties, then at JetBlue's sole discretion, JetBlue's data shall take precedence and Business Partner shall remit to JetBlue any additional fees that would have and/or should have been collected by Business Partner.

The Parties acknowledge and agree that JetBlue will develop Service Level Agreements for the Services outlined herein which shall be added to and become part of this Agreement at the time that such Service Level Agreements are presented and reasonably agreed to by Business Partner.

All employees furnished under this Agreement should be courteous, reliable, properly trained, properly uniformed, and shall perform all duties in accordance with applicable FAA regulations. As well, all employees will act as JetBlue ambassadors and will make every effort possible to ensure customers live the JetBlue experience as of leaving the vehicle.

3. Equipment

JetBlue shall provide, at its sole cost and expense, the following items for Business Partner's use at RIC:

-Wheelchairs

4. Pricing

The pricing for the Services will be as set forth below:

A. WHEELCHAIR SERVICES

Hourly Resources	Rate/Hr*	Overtime**/Holiday^ Rates/Hr
Wheelchair Agent	\$8.14	\$12.21
Wheelchair Dispatcher	\$13.75	\$19.25

B. WHEELCHAIR DATA REPORTING

No additional charge.

*Hourly rates include applicable airport taxes. There shall be no escalation or increase in the hourly rates for any reason during the term of this Agreement. There shall be no increase in hourly rates for weekends, evenings, nights, or holidays. Additional hours beyond those required only when specifically requested in advance by JetBlue in writing, shall be priced as indicated above.

**Overtime rates will be as indicated above, but shall not apply to any worker type other than Regular Employees. Overtime pay will not be applicable when the overtime is the direct or indirect result of a delayed flight(s), a cancelled flight(s), delays due to weather, or delays due to the result of aircraft maintenance and/or taxi times.

^Holidays include: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

JetBlue shall not be responsible or liable for any additional charges except for airport pass-through fees, including taxes, licensing, security checks, airport badging and/or fees not specifically identified and quantified herein, whether fuel/energy related or otherwise.

Offsets to the above Pricing (all of which are cumulative each month):

1. Wheelchair Complaints (regardless of source submitting or receiving): JetBlue shall receive a \$50.00 offset for every complaint after the first 3 per month.
2. Wheelchair Failure to Timely Assist: JetBlue shall receive a \$50.00 offset for every occurrence of a customer waiting ten (10) minutes or longer for wheelchair assistance.
3. Wheelchair Service Request Responsiveness – Planned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 95% of the planned moves for the month be made on time.
4. Wheelchair Service Request Responsiveness – Planned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 100% of the planned moves for the month be made within five (5) minutes of the scheduled time.
5. Wheelchair Service Request Responsiveness – Unplanned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 80% of customers be met within five (5) minutes of the wheelchair request.

6. Wheelchair Service Request Responsiveness – Unplanned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 95% of customers be met within ten (10) minutes of the wheelchair request.
7. Wheelchair Data Reporting: JetBlue shall receive a \$1,000.00 offset for each day of missing and/or incomplete data. Data shall be considered missing if not available within seven (7) days of month's end.
8. Uniform / Professional Appearance: JetBlue shall receive a \$25.00 offset for each occurrence of a Business Partner employee/agent being out of uniform or dressed in an incomplete, un-neat, and/or dirty uniform.

The Parties acknowledge and agree that as Service Level Agreements are adopted into this Agreement from time to time, one or all may have additional offsets for sub-par performance levels by Business Partner, including but not limited to wheelchair wait times and/or customer complaints.

5. Training

Training for all Services, including but not limited to initial and recurrent, shall be provided by Business Partner at Business Partner's sole cost and expense. JetBlue will provide Train-the-Trainer training (JetBlue providing initial training to Business Partner's trainers) to Business Partner, each party bearing their own cost and expense.

APPENDIX F

Rochester International Airport ("ROC")

1. Term

This Agreement shall become effective as it relates to ROC on September 1, 2011.

This Agreement shall remain in effect for a period of two (2) years and then shall continue month to month thereafter as it relates to ROC or until terminated in accordance with the terms of this Agreement.

2. General Description of Services

This Agreement includes the following Services to be performed at ROC:

A. WHEELCHAIR SERVICES

Attendants are responsible for assisting JetBlue customers that need to be transported by wheelchair within the airport. Responsibilities include but are not limited to the dispatching, coordinating, and manning of wheelchair services for all JetBlue customers as set forth herein. Additionally, Business Partner shall implement and use, at its sole expense and cost, appropriate (and acceptable to JetBlue) processes, whether using technology or otherwise, to interface with JetBlue's system(s) in order to prepare for and meet inbound flights with the appropriate amount of wheelchairs and agents to accommodate such flights' wheelchair requests for inbound customers.

Business Partner, on request, must provide assistance to a customer with a disability in making flight connections and providing transportation between gates. This applies whether the JetBlue, or any other airline, has an interline agreement with another airline or not.

Business Partner will transport passengers in wheelchairs, or with other disabilities which require assistance, to their final terminal or gate of departure. In addition, Business Partner will assist such passengers with luggage to their vehicles, taxi stands, parking shuttle stations and/or rental car stations if needed.

Business Partner shall provide electronic tracking of all JetBlue wheelchairs at all times. Additionally, Business Partner shall track all customer wait times and complaints.

B. WHEELCHAIR DATA REPORTING

Business Partner shall be responsible for weekly and monthly reporting to JetBlue, in a JetBlue approved format, all data pertaining to, but not limited to, a

daily, weekly, and monthly accounting of data pertaining to Wheelchair Services, including but not limited to the data points measured to determine Offsets to Pricing (below, under Section 4 Pricing).

Additionally, JetBlue shall have access to Business Partner's Web system that tracks such information so that reports can be accessed, created, and/or pulled by JetBlue on demand.

JetBlue shall have the authority to verify the accuracy of the data submitted to it by Business Partner.

In the event of a discrepancy between the data of the Parties, then at JetBlue's sole discretion, JetBlue's data shall take precedence and Business Partner shall remit to JetBlue any additional fees that would have and/or should have been collected by Business Partner.

The Parties acknowledge and agree that JetBlue will develop Service Level Agreements for the Services outlined herein which shall be added to and become part of this Agreement at the time that such Service Level Agreements are presented and reasonably agreed to by Business Partner.

All employees furnished under this Agreement should be courteous, reliable, properly trained, properly uniformed, and shall perform all duties in accordance with applicable FAA regulations. As well, all employees will act as JetBlue ambassadors and will make every effort possible to ensure customers live the JetBlue experience as of leaving the vehicle.

3. Equipment

JetBlue shall provide, at its sole cost and expense, the following items for Business Partner's use at ROC:
-Wheelchairs

4. Pricing

The pricing for the Services will be as set forth below:

A. WHEELCHAIR SERVICES

Hourly Resources	Rate/Hr*	Overtime**/Holiday^ Rate/Hr
Wheelchair Agent	\$10.46	\$15.96
Wheelchair Dispatcher	\$12.25	\$18.38

B. WHEELCHAIR DATA REPORTING

Hourly Resources	Rate/Hr*	Overtime**/Holiday^ Rate/Hr
Ticket Guide	\$12.48	\$17.30

*Hourly rates include applicable airport taxes. There shall be no escalation or increase in the hourly rates for any reason during the term of this Agreement. There shall be no increase in hourly rates for weekends, evenings, nights, or holidays. Additional hours beyond those required only when specifically requested in advance by JetBlue in writing, shall be priced as indicated above.

**Overtime rates will be as indicated above, but shall not apply to any worker type other than Regular Employees. Overtime pay will not be applicable when the overtime is the direct or indirect result of a delayed flight(s), a cancelled flight(s), delays due to weather, or delays due to the result of aircraft maintenance and/or taxi times.

^Holidays include: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

JetBlue shall not be responsible or liable for any additional charges, taxes, licensing, security checks, airport badging and/or fees not specifically identified and quantified herein, whether fuel/energy related or otherwise.

4. Training

Training for all Services, including but not limited to initial and recurrent, shall be provided by Business Partner at Business Partner's sole cost and expense. JetBlue will provide Train-the-Trainer training (JetBlue providing initial training to Business Partner's trainers) to Business Partner, each party bearing their own cost and expense.

Amendment #3 to the General Terms Agreement for Services
Dated December 22, 2014

between

JetBlue Airways Corporation
27-01 Queens Plaza North
Long Island City, NY 11101
U.S.A.

- hereinafter referred to as "JetBlue" -

and

Primeflight Aviation Services, Inc.
7135 Charlotte Pike
Suite 100
Nashville, TN 37209

- hereinafter referred to as "Business Partner" -

and

together referred to as the "Parties".

Exh. No: 1a Received ☒ Rejected ☐
Case No.: Q2-RC-158251
Case Name: Prime Flight Aviation
No. Pgs: _____ Date: 8-27-15 Rep.: am

RECITALS

- WHEREAS, The Parties have previously entered into a General Terms Agreement for Services dated September 1, 2011, Amendment #1 dated November 1, 2012, and Amendment #2 dated May 15, 2013 (collectively, the "Agreement"), where Business Partner agreed to provide Services to JetBlue on the terms and conditions contained therein;
- WHEREAS, Business Partner agreed to provide the Services at the locations at the prices contained in the Agreement;
- WHEREAS, JetBlue and Business Partner desire to revise the terms as specified in this amendment (the "Amendment #3 ");
- WHEREAS Unless otherwise defined herein, the terms and definitions in this Amendment #3 shall have the meanings given to them in the Agreement; and

NOW THEREFORE, in consideration thereof and reliance on the mutual promises given herein, the Parties hereto desire and agree to amend the Agreement as follows:

1. Deletion of Appendix C-1 to the Agreement

Appendix C-1 is hereby deleted in its entirety and replaced with the attached Appendix C-2.

2. Miscellaneous

(a) Interpretation

The rule of construction that ambiguities or inconsistencies are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against the other. Ambiguities or inconsistencies shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of conclusion of this Agreement.

(b) Order of Precedence

In the event that there are any conflicts or inconsistencies between the provisions of this Amendment #3 and the provisions of the Agreement, the provisions of this Amendment #3 shall prevail.

(c) Assignment

Neither party hereto may assign in whole or part any of its rights or obligations

hereunder without the written consent of the other party (such consent not to be unreasonably withheld) except that Business Partner may assign claims for monies due hereunder to a bank or other financial institution and JetBlue may assign its rights and obligations hereunder to an affiliate upon written notice to Business Partner. Any assignment made in violation of this clause shall be null and void.

(d) Partial Invalidity

In case one or more of the provisions contained in this Amendment should be or become in whole or in part invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions contained in this Amendment #3 and the Agreement shall not be affected in any way or impaired thereby, and the Parties shall to the extent possible replace such invalid, illegal or unenforceable provision(s) by another clause or clauses considering the economic intention of the Parties.

(e) Headings

The headings of the clauses herein are inserted for convenience only and are not deemed to form part of this Agreement or affect the construction or interpretation of the provisions of this Agreement.

(f) Counterparts

This Amendment #3 may be executed in any number of identical counterparts, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument when each party has signed and delivered one such counterpart to the other party.

(g) Delivery of Documents by Fax

Delivery of an executed counterpart of this Amendment #3 or of any other documents in connection with this Amendment #3 by fax will be deemed as effective as delivery of an originally executed counterpart. Any party delivering an executed counterpart of this Amendment #3 or other document by fax will also deliver an originally executed counterpart, but the failure of any party to deliver an originally executed counterpart of this Amendment #3 or such other document will not affect the validity or effectiveness of this Amendment #3, the Agreement, or such other document.

(h) Entire Agreement

The Parties acknowledge that there have been no representations, warranties, promises, guarantees or agreements, express or implied, except as set forth herein and as set forth in the Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment #3 to be executed and delivered on its behalf by its duly authorized representative(s) as of the day, month and year written below.

Signed the 18th day of
April 2015
at Long Island City, NY
for and on behalf of
JETBLUE AIRWAYS CORPORATION

(Signature)

Ian Deason

VP Airports Experience

Signed the 19th day of
MARCH 2015
at Nashville, TN
for and on behalf of
PRIMEFLIGHT AVIATION SERVICES,
INC.

(Signature)

Printed Name:

Title:

APPENDIX C - 2

Westchester County Airport ("HPN")

1. Term

This Agreement shall become effective as it relates to HPN on September 1, 2011.

This Agreement shall continue month to month as it relates to HPN or until terminated in accordance with the terms of this Agreement.

2. General Description of Services

This Agreement includes the following Services to be performed at HPN:

A. SKYCAP SERVICES

Curb side baggage checking service for JetBlue customers. Responsibilities include but are not limited to:

- Identifying customers;
- Utilization of JetBlue's Sabre System ("Sabre");
- Comparing IDs and tickets;
- Check seat availability and issue seat assignments, boarding passes, and claim checks to customers;
- Tag and identify all customer bags (no cancellation of bag tags without approval of a Business Partner supervisor; no cash refunds without approval of a Business Partner supervisor and an authorization from a JetBlue supervisor or manager);
- Identify customers who have previously paid for their bag(s), confirm amount paid is proper, charge for any additional fees that might be required;
- Communicate wheelchair needs to wheelchair service dispatchers;
- Remove luggage from vehicles should customers request assistance;
- Fee collection (all must be processed through Sabre):
 - Skycaps to individually log in to Sabre;
 - All checked baggage to be counted and weighed, with appropriate fees, if any, to be charged to customer(s)
 - Skycaps not to charge miscellaneous or incorrect fees; and
 - Itemized fees and form of payment entered;
- Issue itemized receipt for each collection of fees;
- Fee tracking (recorded and documented in Sabre);
- Business Partner to audit each Skycap's detailed baggage checked report for each shift against their collections;
- Skycaps found to be collecting any revenues outside of the system will be subject to immediate termination;

- Any shortages in collection shall be Business Partner's liability/expense/loss;

All credit card transactions shall be conducted "live" (no carbon copies to be billed at a later point) and the card must be swiped, approved, and compared to the customer's ID at the time of the transaction.

Business Partner shall at all times have in place and all of its Skycap employees trained on JetBlue's local secondary or "backup" process(es), if any, to be immediately implemented should a system malfunction occur, so as to not delay the check-in process or inconvenience any customers, while at the same time maintaining process integrity, accuracy, and security.

B. WHEELCHAIR SERVICES

Attendants are responsible for assisting JetBlue customers that need to be transported by wheelchair within the airport. Responsibilities include but are not limited to the dispatching, coordinating, and manning of wheelchair services for all JetBlue customers as set forth herein. Additionally, Business Partner shall implement and use, at its sole expense and cost, appropriate (and acceptable to JetBlue) processes, whether using technology or otherwise, to interface with JetBlue's system(s) in order to prepare for and meet inbound flights with the appropriate amount of wheelchairs and agents to accommodate such flights' wheelchair requests for inbound customers.

Business Partner, on request, must provide assistance to a customer with a disability in making flight connections and providing transportation between gates. This applies whether the JetBlue, or any other airline, has an interline agreement with another airline or not.

Business Partner will transport passengers in wheelchairs, or with other disabilities which require assistance, to their final terminal or gate of departure. In addition, Business Partner will assist such passengers with luggage to their vehicles, taxi stands, parking shuttle stations and/or rental car stations if needed.

Business Partner shall provide electronic tracking of all JetBlue wheelchairs at all times. Additionally, Business Partner shall track all customer wait times and complaints.

C. WHEELCHAIR DATA REPORTING

Business Partner shall be responsible for weekly and monthly reporting to JetBlue, in a JetBlue approved format, all data pertaining to, but not limited to, a daily, weekly, and monthly accounting of data pertaining to Wheelchair Services, including but not limited to the data points measured to determine Offsets to Pricing (below, under Section 4 Pricing).

Additionally, JetBlue shall have access to Business Partner's Web system that tracks such information so that reports can be accessed, created, and/or pulled by JetBlue on demand.

JetBlue shall have the authority to verify the accuracy of the data submitted to it by Business Partner.

In the event of a discrepancy between the data of the Parties, then at JetBlue's sole discretion, JetBlue's data shall take precedence and Business Partner shall remit to JetBlue any additional fees that would have and/or should have been collected by Business Partner.

D. BAGGAGE TRANSFER SERVICES

Business Partner will manage JetBlue's customers' baggage transfers (both domestic and international). Responsibilities include but are not limited to coordination of baggage movement (preparation and identification) in the Airport Operation area and assisting with customer luggage onto the baggage belts and into the baggage system.

E. SECURITY LINE CHECKPOINT SERVICES (effective January 31, 2013)

Business Partner will provide checkpoint agents at security line to segregate passengers based on aircraft seat type and to monitor/enforce carry-on baggage limitations.

The Parties acknowledge and agree that JetBlue will develop Service Level Agreements for the Services outlined herein which shall be added to and become part of this Agreement at the time that such Service Level Agreements are presented and reasonably agreed to by Business Partner.

All employees furnished under this Agreement should be courteous, reliable, properly trained, properly uniformed, and shall perform all duties in accordance with applicable FAA regulations. As well, all employees will act as JetBlue ambassadors and will make every effort possible to ensure customers live the JetBlue experience as of leaving the vehicle.

3. Equipment

JetBlue shall provide, at its sole cost and expense, the following items for Business Partner's use at HPN:

- Wheelchairs
- Baggage tags
- Boarding pass stock

4. Pricing

The pricing for the Services will be as set forth below:

- A. SKYCAP
- B. WHEELCHAIR
- C. WHEELCHAIR DATA REPORTING
- D. BAGGAGE TRANSFER SERVICES

Effective December 31, 2013 – December 31, 2014:
\$27,164.00 per month* total for all four services.

Effective December 31, 2014:
\$29,526.00 per month* total for all four services.

E. SECURITY LINE CHECKPOINT SERVICES

Hourly Resources	Rate/Hr*	Overtime**/Holiday^ Rate/Hr
Agent	\$12.60	\$18.90

^All bill rates – whether flat monthly or hourly.

*Monthly/Hourly rate excludes applicable airport taxes. There shall be no escalation or increase in the monthly rate for any reason during the term of this Agreement. There shall be no increase in monthly rate for weekends, evenings, nights, or holidays. Hourly Overtime and Holiday rates are applicable to Security Line Checkpoint Services only. Holiday rates apply to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Additional hours beyond those required by the Staffing Requirements herein are only when specifically requested in advance by JetBlue in writing.

JetBlue shall not be responsible or liable for any additional charges except for airport pass-through fees, including taxes, licensing, security checks, airport badging and/or fees not specifically identified and quantified herein, whether fuel/energy related or otherwise.

Offsets to the above Pricing (all of which are cumulative each month):

1. \$50.00 for each failure of Business Partner to issue a baggage fee receipt to a customer who is or should be charged a baggage fee.
2. Damaged baggage costs/expenses for which a preponderance of evidence suggests that Business Partner was at fault.
3. JetBlue's reasonable cost associated with accommodating customers for mistagged bags and returning mistagged bags to customers.
4. Wheelchair Complaints (regardless of source submitting or receiving): JetBlue shall receive a \$50.00 offset for every complaint after the first 3 per month.

5. Wheelchair Failure to Timely Assist: JetBlue shall receive a \$50.00 offset for every occurrence of a customer waiting ten (10) minutes or longer for wheelchair assistance.
6. Wheelchair Service Request Responsiveness – Planned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 95% of the planned moves for the month be made on time.
7. Wheelchair Service Request Responsiveness – Planned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 100% of the planned moves for the month be made within five (5) minutes of the scheduled time.
8. Wheelchair Service Request Responsiveness – Unplanned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 80% of customers be met within five (5) minutes of the wheelchair request.
9. Wheelchair Service Request Responsiveness – Unplanned Requests: JetBlue shall receive a two percent (2%) discount off of the monthly invoice should less than 95% of customers be met within ten (10) minutes of the wheelchair request.
10. Wheelchair Data Reporting: JetBlue shall receive a \$1,000.00 offset for each day of missing and/or incomplete data. Data shall be considered missing if not available within seven (7) days of month's end.
11. Uniform / Professional Appearance: JetBlue shall receive a \$25.00 offset for each occurrence of a Business Partner employee/agent being out of uniform or dressed in an incomplete, un-neat, and/or dirty uniform.
12. Minimum Staffing Requirements: JetBlue shall receive a \$200.00 offset for each day of improper staffing during the invoice period.

The Parties acknowledge and agree that as Service Level Agreements are adopted into this Agreement from time to time, one or all may have additional offsets for sub-par performance levels by Business Partner, including but not limited to wheelchair wait times, operational baggage movements, and/or customer complaints.

5. Training

Training for all Services, including but not limited to initial and recurrent, shall be provided by Business Partner at Business Partner's sole cost and expense. JetBlue will

provide Train-the-Trainer training (JetBlue providing initial training to Business Partner's trainers) to Business Partner, each party bearing their own cost and expense.

6. Staffing Requirements

The total daily hours per resource shall not exceed those in the below table without first being preapproved in writing by JetBlue.

Total Hours & Daily Distribution*	
Skycaps	32
Wheelchair Agent	35
Baggage Handler	16
Supervisor	8.5
Security Line Checkpoint	16.5
Total Hours	108

*Specific daily distribution of hours shall be pre-approved by JetBlue's HPN General Manager. Additionally, the total daily hours per resource shall not be reduced from those in the above table without first being pre-approved in writing by JetBlue.

EXHIBIT 5

PR 2

Matthew Barry - PF

From: LoCastro, Anthony <Anthony.LoCastro@jetblue.com>
Sent: Monday, September 30, 2013 12:11 PM
To: Matthew Barry - PF
Subject: FW: Prime Flight Contracted hours

Matt,

I hope all is well with you. Please see below emails regarding my last meeting with Albert in August, as per our meeting and his response we should have a Supervisor in place for HPN as this was part of our contract. As of today we still do not have a Supervisor in place and our service expectations are not being met.

Often times we are without someone for our late night shift for wheel chair service, in addition our curbside has been unmanned at certain points of the day without explanation and it seems that this is not being addressed by Albert. At this point I do not believe that Prime Flight is meeting our expectations nor are we receiving the contractually obligated amount of personnel hours allotted to us. I have been in contact with my contracts analyst and an audit may be necessary to ensure we are receiving the hours agreed upon.

In addition it seems we have a Prime Flight employee that I will be requesting Albert to terminate as he has made a threat to one of my employees. I will be meeting with Albert this week regarding these issues as well.

Please see the below recap from my Supervisor Al Gonzalez documenting some of these issues.

Anthony, as per our conversation, PF was a no show at curbside since 1600 hrs just like last Sunday. I spoke to Albert at 1820 and he stated Victor was scheduled to be there. I asked Albert to call me back and let me know what happened and I never received the call back. I also asked why we only had one wchr pusher and he said he gave Darden the day off and I asked him if he replaced him w/ someone else and he said no because it was slow.

Another PF issue, Mark was our only wchr pusher tonight and on a few flights we had 2 and 3 chairs to which we had to assist. Mark seems to have received a call from Albert and I don't know exactly what Albert told him but it seems like he understood it to be someone from us made a complaint on him, which wasn't the case. Mark apparently told Michele Gray that he was going to find out who made the complaint and was going to use the bag of tools he has in his car...Again. Later PF was called over the radio regarding 3 wchrs coming in on flt 1972 and Mark got on the radio and stated he was going to find out who complained about him and was going to give them a piece of his mind. I advised Mark to please come to my office after he was done w/ those chairs on that flight. Mark is now MIA over the radio and site.

I look forward to your response and assistance in this matter.

Best regards,

Anthony LoCastro
General Manager
JetBlue Airways
Westchester County Airport
917-502-6637
anthony.locastro@jetblue.com

Exh. No: E Received ☒ Rejected ☐
Case No.: A2-Rc-158251
Case Name: Prime Flight Aviation
No. Pgs: 1 Date: 9-30-15 Rep.: you

-----Original Message-----

From: PFHPN - General Manager [mailto:HPN.GM@primeflight.com]
Sent: Monday, August 19, 2013 10:51 AM

EXHIBIT 6

64295



Separation/Termination - Payroll PrimeFlight Aviation Services, Inc.

Fax to: (615) 301-1218 or (866) 422-3924

Airport Code

HPN

Effective Date

10 / 01 / 2013

Social Security Number

131 - 48 - 1738

- ☐ Manager
 (Executives should utilize unique form)
☐ Assistant
☒ Field Employee

Employee Name:

Mark

First Name

Middle Name

Dushaj

Last Name

● Separation/Termination

Date Notice Received:

10 / 01 / 2013

Actual Last Day Worked:

10 / 01 / 2013

 Eligible ☐ Yes
 for
 Rehire? ☒ No
Was at least a 2 week notice given? ☐ Yes ☒ NoREASON for Separation/Termination: InsubordinationAre there any funds to be Refunded? ☐ Yes* ☒ No

* If Yes *, Type: _____ Amount: \$ _____

Does Final Check need to be sent to the location because
of State Law or non-return of Company Property? ☐ Yes ☒ No
☐ Address Change

NEW

Address: _____ Apt #: _____

City: _____ State: _____ Zip: _____ County: _____

☐ Phone Number

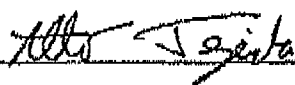
NEW

()
Area Code

-

- ☐ Home
☐ Cell
☐ Alternate

Manager's Signature: _____


Date: 10/21/2013

Current as of 11/13/2009

Exh. No: E6 Received _____ Rejected _____
 Case No.: 02-RC-158251
 Case Name: Prime Flight Aviation
 No. Pgs: _____ Date: 8-31-15 Rep.: Am

64295



CORRECTIVE ACTION NOTICE

Employee Name: Mark Dushaj

Manager Name: Albert Tejeda

Account Name: Jet Blue

Account Number: 4301-59

Type of Occurrence:

☐ Attendance

☒ Insubordination

☐ Unsatisfactory Performance

☐ Violation of Safety Rules

☐ Violation of Company Policy

☐ Other

Employer Statement:

Date of Incident: September 30th 2013

Time: 2030

On September 30th Primeflight Employee Mark Dushaj threatened a Jet Blue employee. The incident was reported to the Jet Blue Station Manager Anthony Locastro who recommended that employee be immediately removed from all Jet Blue work stations and be terminated.

I brought these allegations to Mark Dushaj on October 1st. He admitted to making a threat to the Jet Blue employee by hurting her with tools from his trunk.

In the Primeflight Employee Handbook, section 701, it states: Employee Conduct and Work Place Rules; The Following May Result in Immediate Termination: Threatening, intimidating, coercing a fellow employee, visitor, customer, or tenant.

Employee Comments:

None

Action To Be Taken:

☐ Warning

☐ Final Warning

☐ Suspension

☒ Termination

Corrective Action Plan:

Mark Dushaj will be terminated from Primeflight Aviation at the Request of Jet Blue General Manager Anthony Locastro and for disobeying the Employee Conduct and Work Rules.

Consequences of Repeated Occurrence:

Future occurrence(s) may result in additional corrective action, including termination of employment.

BY SIGNING BELOW, EMPLOYEE ACKNOWLEDGES THAT SHE/HE HAS RECEIVED AND READ THIS NOTICE.

Mark Dushaj
Employee Signature

10/1/2013
Date

Albert Tejeda
Manager Signature

10/1/2013
Date

Joseph M. V.
Witness Signature/Title

10/1/2013
Date

EXHIBIT 7

HPN- PrimeFlight Service Delivery Action Plan 3-6-15

	Duties	Priority	Criticality	Description	TASK OWNER	Action Plan	Schedule	Status
A	Management Oversight	A	High	Poor Communication between PE management team and Agents supervisor group.	Albert Tejeda-Alpert Sup's	Recommend a weekly meeting with Agent Supervisors and PrimeFlight Supervisors to address any issues at concerns. I will do three myself.	3/10/2015	In Progress
A	Management Oversight	A	Medium	Lack of conditions Procedures.	Albert Tejeda	All Primeflight employees will receive and sign off on Standard Operating Procedure(SOP) to ensure supervisors are clearly communicated to all staff.	3/9/2015	X
A	Management Oversight	A	Low	No recent updated schedule provided by PrimeFlight to Agents	Albert Tejeda	A weekly schedule will be sent to the Agent Supervisors	3/10/2015	X
A	Management Oversight	A	Medium	Agent Supervision.	Albert Tejeda	Two new Supervisors have been put in place for the weekend. This will help improve the leadership in the weekends shifts.	3/7/2015	X
A	Management Oversight	A	Medium	Training (One Month)	Albert Tejeda / Miguel Perez	An update has been requested from South Logistics about the RALPH agent who had been trained and eligible to manage the vehicle floor. All regular agents have been advised of the protocol while at the door.	3/12/2015	X
A	Management Oversight	A	Medium	Supervisor Training.	Albert Tejeda / Miguel Perez	Agents will lead a weekly supervisor training session to ensure that the Supervisors are able to carry over and perform their duties properly.	3/13/2015	X
A	Management Oversight	A	Medium	Inability to get proper responses/resolution from PF host supervisors.	Albert Tejeda	A weekly meeting has been set up to address key issues and concerns with Agents Supervisors. PrimeFlight Supervisors have been asked to communicate with Agents Supervisors consistently throughout the operational day.	3/11/2015	X
A	PrimeFlight Staff	A	High	Staff at baggage area forced to assist customers at luggage claim belts where no wheel chairs are being deployed.	Albert Tejeda	All PrimeFlight Agents will be prepared to assist customers as baggage claim when flight arrives. A PrimeFlight agent is posted at baggage claim hourly. Agents need assistance via call and request additional support over the radio.	3/9/2015	X
A	PrimeFlight Staff	A	Medium	Agents posting vehicles/reclaim through clocking during peak times creating safety concern.	Albert Tejeda / Miguel Perez	All PrimeFlight employees have been oriented in the proper procedures of Vehicle/Safety with second being kept by Miguel Perez(Clock Manager). Employees not following proper Safety Procedures will face corrective action up to and including termination.	3/6/2015	X
A	PrimeFlight Staff	A	Medium	Agents using unauthorized personal technology devices while at work (phones, smart phones, cameras).	Albert Tejeda	All PrimeFlight Agents will sign off on the Cell Phone Policy which also includes other technology device. Corrective actions will be issued if not in compliance.	3/12/2015	X
A	Prisoners Staff	A	Medium	Lack of professionalism and appearance/clothing while at work.	Albert Tejeda	Employees have been identified and HR is processing his termination. Any PrimeFlight employee found sleeping in the security duty post will see immediate.	3/9/2015	X
A	PrimeFlight Staff	A	Medium	Agents/Maintenance doing unsafe and dangerous airport ops while using 3rd floor break room	Albert Tejeda	All agents and supervisors have been advised of how to behave while in the 3rd floor break room. If the issue still persists in the 3rd floor break rooms will file off trails for all PrimeFlight employees.	3/8/2015	
A	PrimeFlight Staff	A	Medium	Oversight of staffing coverage PM shift and weekends.	Albert Tejeda	PrimeFlight management has reviewed the schedule and made adjustments to ensure sufficient coverage is present at all times in include nights and weekends.	3/9/2015	
A	PrimeFlight Staff	A	Medium	Vehicles/handling agents monitoring SUPERVISOR Claims and documenting the supervisory plan.	Albert Tejeda	All agents have been advised to remain calm & polite while working. Only Supervisors are allowed to be on channel 1. II primeFlight employees are taught using channel 1 they will receive a corrective action notice.	3/5/2015	
A	Equipment	A	Medium	Wheelchair equipment not being returned to designated holding areas.	Albert Tejeda	All PrimeFlight agents have been instructed to return all wheelchairs to their designated holding areas. Supervisors will ensure that all are in proper status at CDB. Have spoken to the cleaning Agents crew Supervisor Andrew Durbin to assure his cleanup agents do not sit on or move the wheelchairs in the bike racks, as this too also been an issue.	3/5/2015	
A	Equipment	A	Medium	Wheelchair equipment cleaning processes and audit.	Albert Tejeda	All wheelchairs will be cleaned and sanitized each shift. A daily sheet will be completed by each supervisor for the wheelchairs there been checked.	3/5/2015	